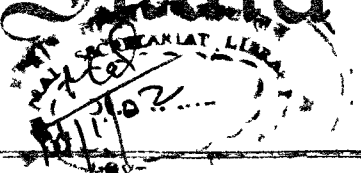




भारत का राजपत्र The Gazette of India

प्रतिपक्षक से प्रकाशित
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सं. 44]

नई दिल्ली, शनिवार, नवम्बर 3 2001/कार्तिक 12, 1923

No. 44]

NEW DELHI, SATURDAY, NOVEMBER 3, 2001/KARTIKA 12, 1923

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिसमें कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 17 अक्टूबर, 2001

(आयकर)

MINISTRY OF FINANCE

(Department of Revenue)

Central Board of Direct Taxes

New Delhi, the 17th October, 2001

(INCOME TAX)

का. आ. 2940.—आयकर अधिनियम, 1961
(1961 का 43) की धारा 80 जी की उपधारा (2) के
खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र
सरकार एतद्वारा “श्री श्री ओनियाती सत्र माजुली, जोरहाट,
असम” को असम राज्य और अन्य निकटवर्ती राज्यों में
विख्यात भार्वाजनि पूजा स्थल होने के कारण उक्त धारा में
प्रयोजनार्थ विनिर्दिष्ट करती है।

[अधिसूचना सं 324/2001/फा. सं. 176/15/
2001-आयकर नि.-I]

आई पी. एस. बिन्द्रा, अवर सचिव

S.O. 2940.—In exercise of the powers conferred
by the clause (b) of sub-section(2) of Section 80G of
the Income-tax Act, 1961 (43 of 1961), the Central
Government hereby specifies the “Sri Sri Auniaty
Satra Majuli, Jorhat, Assam” to be a place of public
worship of renown throughout the State of Assam
and other nearby States for the purpose of the said
Section.

[Notification No. 324/2001/F.No.176/15/2001-ITA-I]

I.P.S. BINDRA, Under Secy,

मुख्यपत्र -

(iii) पृष्ठ 3 पर पंक्ति 30 में

नई दिल्ली, 29 अक्टूबर, 2001

का. आ. 2941.—भारत के राजपत्र, असाधारण, भाग II, खण्ड 3, उपखंड (ii) में दिनांक 14 सितम्बर 2001 को प्रकाशित वित्त मंत्रालय, राजस्व विभाग, केन्द्रीय प्रत्यक्ष कर बोर्ड की दिनांक 14 सितम्बर 2001 की अधिसूचना का. आ. सं. 880 (अ) में,—

(1) पृष्ठ 13 से 19 तक की पंक्तियों के स्थान पर प्रतिस्थापित करें :—

“(ख) इस अधिसूचना में उल्लिखित आयकर निदेशकों को उनके अधीनस्थ संयुक्त आयकर निदेशकों को संबंधित निदेशकों के क्षेत्राधिकार के अंतर्गत मामले अथवा मामले के वर्गों जैसा कि ऐसे आदेशों में विनिर्दिष्ट किया जाए, के संबंध में संयुक्त आयकर आयुक्त की शक्तियों का इस्तेमाल करने एवं कार्यों को निष्पादन करने के लिए शक्तियां प्रदान करने वाले आदेशों को लिखित रूप में जारी करने के लिए प्राधिकृत किया जाता है।

(ग) इस अधिसूचना के खण्ड (ख) में उल्लिखित संयुक्त आयकर निदेशक को कर निर्धारण अधिकारियों जो उनके अधीनस्थ हैं, द्वारा मामले अथवा मामले के वर्गों जिनके संबंध में इस अधिसूचना के खण्ड (ख) के अंतर्गत ऐसे संयुक्त आयकर निदेशकों को प्राधिकृत किया जाना है, के संबंध में शक्तियों के इस्तेमाल तथा कार्यों के निष्पादन के लिए लिखित रूप में आदेशों को जारी करने के लिए प्राधिकृत किया जाता है।”

(ii) पृष्ठ 13 पर, पंक्ति 23 में

“(22), (22क), (23), (23क), (23क क क), (22ख)” के स्थान पर (22), (22क), (22ख), (23), (23क), (23ख), (23क क क) पढ़ा जाए :

“(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर (22), (22क), (22ख), (23), (23क), (23ख), (23क क क) पढ़ा जाए।

(4) पृष्ठ 3 पर पंक्ति 37 में

(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर (22), (22क), (22ख), (23), (23क), (23ख), (23क क क) पढ़ा जाए,

(5) पृष्ठ 4 पर पंक्ति 44 में

“(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर “(22), (22क), (22ख), (23), (23क), (23ख), (23क क क), पढ़ा जाए।

(6) पृष्ठ 4 पर, पंक्ति 7 में

“(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर “(22), (22क), (22ख), (23), (23क), (23ख), (23क क क) पढ़ा जाए।

(7) पृष्ठ 4, पंक्ति 14 में

(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर (22), (22क), (22ख), (23), (23क), (23ख), (23क क क) पढ़ा जाए।

(8) पृष्ठ 4 पर पंक्ति 4 के 21 में

(22), (22क), (23), (23क), (23क क क), (22ख) के स्थान पर (22), (22क), (22ख), (23), (23क), (23ख), (23क क क), पढ़ा जाए।

[अधिसूचना सं. 336/2001/का. सं. 187/5/2001—
आ. क. नि. I]

आई. पी. एस. बिन्हा, अवर सचिव

CORRIGENDUM

New Delhi, the 29th October, 2001

S.O. 2941.—In the notification of Government of India, Ministry of Finance, Department of Revenue Central Board of Direct Taxes, bearing S.O. No. 880(E) dated 14th September, 2001 and published in the Gazette of India, Extraordinary Part II, Section 3, Sub-Section (ii) dated 14th September, 2001,—

(i) at page 3, for lines 13 to 19, substitute—

“(b) authorises the Directors of Income-tax referred to in this notification to issue orders in writing empowering the Joint Director of Income-tax, who are subordinate to them to exercise the powers and perform the functions of Joint Commissioner of Income-tax, in respect of the cases or classes of cases within the jurisdiction of respective Directors as may be specified in such orders.

(c) authorises the Joint Director of Income-tax referred to in clause (b) of this notification to issue orders in writing for the exercise of the powers and performance of the functions, by the Assessing Officers, who are subordinate to them, in respect of cases or classes of cases, in respect of which such Joint Directors of Income-tax are authorised under clause (b) of this notification.” :

(ii) at page 3, in line 23

for “(22), (22A), (23), (23A), (23AAA), (22B)”
read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(iii) at page 3, in line 30

for “(22), (22A), (23), (23A), (23AAA), (22B)”

read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(iv) at page 3, in line 37

for “(22), (22A), (23), (23A), (23AAA), (22B)”

read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(v) at page 3, in line 44

for “(22), (22A), (23), (23A), (23AAA), (22B)”

read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(vi) at page 4, in line 7

for “(22), (22A), (23), (23A), (23AAA), (22B)”
read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(vii) at page 4, in line 14

for “(22), (22A), (23), (23A), (23AAA), (22B)”

read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

(viii) at page 4, in line 21

for “(22), (22A), (23), (23A), (23AAA), (22B)”

read “(22), (22A), (22B), (23), (23A), (23B), (23AAA)”.

[Notification No. 336/2001/F.No. 187/5/2001-ITA-1]

I.P.S. BINDRA, Under Secy.

शुद्धिपत्र

नई दिल्ली, 29 अक्टूबर, 2001

का. प्रा. 2942.—भारत के राजस्व प्रसाधरण, भाग II, खण्ड-3, उपखण्ड (ii) में विन.क 14 सितम्बर, 2001 को प्रकाशित वित्त मंत्रालय, राजस्व विभाग, कोषीय प्रत्यक्ष कर बोर्ड, भारत सरकार की विन.क 14 सितम्बर, 2001 की अधिसूचना का. प्रा. सं. 881 (अ) में

(i) पृष्ठ 10 पर पंक्ति 15 में

“पंजीकृत कार्यालय” के स्थान पर पंजीकृत कार्यालय अथवा कारोबार मुख्य स्थल पढ़ा जाए ।

(ii) पृष्ठ 10 पर पंक्ति 46 में,

“पंजीकृत कार्यालय” के स्थान पर पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल पढ़ा जाए ।

(iii) पृष्ठ 11 पर पंक्ति 25 में,

“पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए ।

(iv) पृष्ठ 12 पर पंक्ति 3 में,

“पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल ” पढ़ा जाए ।

(v) पृष्ठ 12 पर पंक्ति 34 में,

“पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए ।

[अधिसूचना संख्या 337/2001/का. सं. 187/5/2001—प्रा. का. नि.-I]

आई. पी. एस. बिन्द्रा, अवर सचिव

CORRIGENDUM

New Delhi, the 29th October, 2001

S.O. 2942.—In the notification of Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, bearing S.O. No. 881(E)

dated 14th September, 2001 and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) dated 14th September, 2001—

- (i) at page 10, in line 15,
for “registered office”,
read “registered office or principal place of business”;
- (ii) at page 10, in line 46,
for “registered office”,
read “registered office or principal place of business”;
- (iii) at page 11, in line 25,
for “registered office”
read “registered office or principal place of business”;
- (iv) at page 12, in line 3,
for “registered office”,
read “registered office or principal place of business”;
- (v) at page 12, in line 34,
for “registered office”,
read “registered office or principal place of business”.

[Notification No. 337/2001/F. No. 187/5/2001-ITA.1]

I. P. S. BINDRA, Under Secy.

शुद्धिपत्र

नई दिल्ली, 29 अक्तूबर, 2001

का. आ. 2943.—भारत के असाधारण रजन्त के भाग-II खंड-3, उपखंड (ii) में दिनांक 14 सितम्बर, 2001 को प्रकाशित भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, केन्द्रीय प्रत्यक्ष कर बोर्ड की दिनांक 14 सितम्बर, 2001 की अधिसूचना का. आ. सं. 882 (अ) में :—

- (i) पृष्ठ 15 पर 20 से 23 तक की पंक्तियों में “आयकर अधिनियम की धाराएं 195 और 197 के अलावा” के स्थान पर “14 सितम्बर 2001 के का. आ. सं. 881 (अ) के तहत अधिसूचित आयकर निदेशक (अन्तर्राष्ट्रीय कराधान) को सौंपी गई आयकर अधिनियम की धाराएं 195 और 197 के अलावा” पढ़ा जाए।
- (ii) पृष्ठ 15 पर 27 और 28 पंक्तियों में “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए।
- (iii) पृष्ठ 15 पर 37 से 40 तक की पंक्तियों में “आयकर अधिनियम की धाराएं 195 और 197 के अलावा” के स्थान पर “14 सितम्बर 2001 के का. आ. सं. 881 (ई) के तहत अधिसूचित आयकर निदेशक (अन्तर्राष्ट्रीय कराधान)

को सौंपी गई आयकर अधिनियम की धाराएं 195 और 197 के अलावा” पढ़ा जाए।

- (iv) पृष्ठ 15 पर 44 और 45 पंक्ति में “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए।
- (v) पृष्ठ 15 पर 47 से 49 तक की पंक्तियों के स्थान पर आयकर आयुक्त (टी डी एस) चेन्नई प्रतिस्थापित किया जाए।
- (vi) पृष्ठ 16 पर 5 से 8 तक की पंक्तियों में “आय कर अधिनियम की धाराएं 195 और 197 के अलावा के स्थान पर “दिनांक 14 सितम्बर, 2001 के का. आ. सं. 881 (ई) के तहत अधिसूचित आयकर निदेशक (अन्तर्राष्ट्रीय कराधान) को सौंपी गई आयकर अधिनियम की धाराएं 195 और 197 के अलावा” पढ़ा जाए।
- (vii) पृष्ठ 16 पर 12 और 13 पंक्ति में “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए।
- (viii) पृष्ठ 16 पर पंक्ति 15 से 17 के स्थान पर “आयकर आयुक्त (टी डी एस) कोलकाता” प्रतिस्थापित किया जाए।
- (ix) पृष्ठ 16 पर पंक्ति 22 से 25 में “आयकर अधिनियम की धाराएं 195 और 197 के अलावा” के स्थान पर “दिनांक 14 सितम्बर 2001 के का. आ. सं. 881 (ई) के तहत अधिसूचित आयकर निदेशक (अन्तर्राष्ट्रीय कराधान) को सौंपी गई आयकर अधिनियम की धाराएं 195 और 197 के अलावा” पढ़ा जाए।
- (x) पृष्ठ 16 पर पंक्ति 19 और 30 में “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ा जाए।

[अधिसूचना संख्या 338/2001/का. सं. 187/5/2001-आई. टी. ए-1]

आई. पी. एस. जिन्द्रा, अवर सचिव

CORRIGENDUM

New Delhi, the 29th October, 2001

S.O. 2943 —In the notification of Government of India, Ministry of Finance, Department of Revenue Central Board of Direct Taxes, bearing S.O. No. 882(E) dated 14th September, 2001 and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) dated 14th September, 2001,—

- (i) at page 15, in lines 20 to 23,
for “other than sections 195 and 197 of the Income-tax Act”

read — “other than sections 195 and 197 of the Income-tax Act assigned to Director of Income-tax (International Taxation) notified vide S.O. No. 881(E) dated 14th September, 2001,”;

- (ii) at page 15, in lines 27 and 28, for “registered office”, read “registered office or principal place of business”;
- (iii) at page 15, in lines 37 to 40, for “other than sections 195 and 197 of the Income-tax Act” read — “other than sections 195 and 197 of the Income-tax Act assigned to Director of Income-tax (International Taxation) notified vide S.O. No. 881(E) dated 14th September, 2001,”;
- (iv) at page 15, in line 44 and 45, for “registered office”, read “registered office or principal place of business”;
- (v) at page 15, for lines 47 to 49, substitute, “Commissioner of Income-tax (TDS), Chennai”;
- (vi) at page 16, in lines 5 to 8, for “other than sections 195 and 197 of the Income-tax Act” read — “other than sections 195 and 197 of the Income-tax Act assigned to Director of Income-tax (International Taxation) notified vide S.O. No. 881(E) dated 14th September, 2001,”;
- (vii) at page 16, in line 12 and 13, for “registered office”, read “registered office or principal place of business”;
- (viii) at page 16, for lines 15 to 17, substitute, “Commissioner of Income-tax (TDS), Kolkata”;
- (ix) at page 16, in lines 22 to 25, for “other than sections 195 and 197 of the Income-tax Act” read — “other than sections 195 and 197 of the Income-tax Act assigned to Director of Income-tax (International Taxation) notified vide S.O. No. 881(E) dated 14th September, 2001,”;
- (x) at page 16, in lines 29 and 30, for “registered office”, read “registered office or principal place of business”.

[Notification No. 338/2001/F. No. 187/5/2001-ITA.I]

I. P.S. BINDRA, Under Secy.

शुद्धि पत्र

नई दिल्ली, 29 अक्टूबर, 2001

का.आ. 2944.—भारत के राजपत्र असाधारण भाग, II खंड 3, उपखंड (ii) में दिनांक 14 सितम्बर, 2001 को प्रकाशित भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, केन्द्रीय प्रत्यक्ष कर बोर्ड की दिनांक 14 सितम्बर, 2001 की अधिसूचना का.आ. सं. 883 (अ) में—

- (i) पृष्ठ 23 पर, पंक्ति 44 और 45 में “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (ii) पृष्ठ 24 पर, पंक्ति 18 और 19 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (iii) पृष्ठ 24 पर पंक्ति 38 और 39 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (iv) पृष्ठ 25 पर पंक्ति 9 और 10 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (v) पृष्ठ 25 पर, पंक्ति 26 और 27 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (vi) पृष्ठ 25 पर पंक्ति 43 और 44 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (vii) पृष्ठ 26 पर, पंक्ति 7 और 8 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (viii) पृष्ठ 26 पर, पंक्ति 24 और 25 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (ix) पृष्ठ 26 पर, पंक्ति 41 और 42 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (x) पृष्ठ 27 पर, पंक्ति 3 और 4 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (xi) पृष्ठ 27 पर, पंक्ति 20 और 21 में, “पंजीकृत कार्यालय” के स्थान पर “पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल” पढ़ें,
- (xii) पृष्ठ 27 पर, आधुनिकीकरण (सी आई बी), पुणे से सम्बंधित क्रम सं. 12 के तत्पश्चात् कालम 6 में, “कालम (5) में उल्लिखित व्यक्तियों के संबंध में सूचना के संग्रहण के लिए सभी शक्तों और कार्य”, अंतः स्थापित करें,

(xiii) पृष्ठ 27 पर पंक्ति 37 और 38 में, "पंजीकृत कार्यालय" के स्थान पर "पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल" पढ़ें,

(xiv) पृष्ठ 28 पर, पंक्ति 1 और 2 में, "पंजीकृत कार्यालय" के स्थान पर "पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल" पढ़ें,

(xx) पृष्ठ 28 पर, पंक्ति 18 और 19 में, "पंजीकृत कार्यालय" के स्थान पर "पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल" पढ़ें,

(xvi) पृष्ठ 28 पर, पंक्ति 35 और 36 में, "पंजीकृत कार्यालय" के स्थान पर "पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल" पढ़ें,

(xvii) पृष्ठ 28 पर, पंक्ति 52 और 53 "पंजीकृत कार्यालय" के स्थान पर पंजीकृत कार्यालय अथवा कारोबार का मुख्य स्थल" पढ़ें,

[अधिसूचना सं. 339/2001/फा. सं. 187/5/2001 अ. क. नि-1]

आई. पी. एस. बिन्दा, अवर सचिव

CORRIGENDUM

New Delhi, the 29th October, 2001

S.O. 2944.—In the notification of Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, bearing S.O. No. 883(E) dated 14th September, 2001 and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) dated 14th September, 2001,—

(i) at page 23, in lines 44 and 45, for "registered office", read "registered office or principal place of business";

(ii) at page 24, in lines 18 and 19, for "registered office", read "registered office or principal place of business";

(iii) at page 24, in lines 38 and 39, for "registered office", read "registered office or principal place of business";

(iv) at page 25, in lines 9 and 10, for "registered office", read "registered office or principal place of business";

(v) at page 25, in lines 26 and 27, for "registered office", read "registered office or principal place of business";

(vi) at page 25, in lines 43 and 44 for "registered office", read "registered office or principal place of business";

(vii) at page 26, in lines 7 and 8, for "registered office", read "registered office or principal place of business";

(viii) at page 26, in lines 24 and 25, for "registered office", read "registered office or principal place of business";

(ix) at page 26, in lines 41 and 42, for "registered office", read "registered office or principal place of business";

(x) at page 27, in lines 3 and 4, for "registered office", read "registered office or principal place of business";

(xi) at page 27, in lines 20 and 21, for "registered office", read "registered office or principal place of business";

(xii) at page 27, against sl. 12 relating to Commissioner of Income-tax (CIB), Pune, in column 6, insert, "All powers and functions for collection of information in respect of persons mentioned in column (5)";

(xiii) at page 27, in lines 37 and 38, for "registered office", read "registered office or principal place of business";

(xiv) at page 28, in lines 1 and 2, for "registered office", read "registered office or principal place of business";

(xv) at page 28, in lines 18 and 19, for "registered office", read "registered office or principal place of business";

(xvi) at page 28, in lines 35 and 36, for "registered office", read "registered office or principal place of business";

(xvii) at page 28 in lines 52 and 53, for "registered office", read "registered office or principal place of business".

[Notification No. 339/2001/F.No. 187/5/2001-ITA.1]

I. P. S. BINDRA, Under Secy.

सूचि पत्र

नई दिल्ली, 29 अक्तूबर, 2001

का.प्र. 2945.—भारत के राजपत्र असाधारण, भाग-II, खंड-3, उपखंड (ii) दिनांक 14 सितम्बर, 2001 में प्रकाशित भारत सरकार, वित्त मंत्रालय राजस्व विभाग, केन्द्रीय प्रत्यक्ष कर बोर्ड की दिनांक 14 सितम्बर, 2001 की अधिसूचना सं. का.प्र. 889 (अ) में—

(i) पृष्ठ 1 पर, पंक्तियां 28 से 32 में:—

“भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii), असाधारण में प्रकाशित अधिसूचना संख्या का.प्र. 732(अ) दिनांक, 31-7-2001, का.प्र. 880(अ) दिनांक 14-9-2001, का.प्र. 862(अ) दिनांक 14-9-2001, का.प्र. 883(अ) दिनांक 14-9-2001” के स्थान पर

“भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii) असाधारण में प्रकाशित अधिसूचना संख्या का.प्र. 732(अ) दिनांक 31-7-2001, का.प्र. 822(अ), दिनांक 23-8-2001, का.प्र. 880(अ), दिनांक 14-9-2001, का.प्र. 881(अ) दिनांक 14-9-2001, का.प्र. 882(अ), दिनांक 14-9-2001, का.प्र. 883(अ), दिनांक 14-9-2001” पढ़ा जाए।

[अधिसूचना सं. 340/2001/का.प्र. 187/5/2001-प्र.नि-I]
अ.ई.पी.एम. मिश्रा, अवर सचिव

CORRIGENDUM

New Delhi, the 29th October, 2001

S.O. 2945.—In the notification of Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, bearing S.O. No. 889(E) dated 14th September, 2001 and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii) dated 14th September, 2001—

(i) at page 1, in lines 28 to 32

for “notification number S.O.732(E), dated 31-07-2001, S.O.880(E), dated 14-09-2001, S.O.881(E), dated 14-09-2001, S.O.882(E), dated 14-09-2001, S.O.883(E), dated 14-09-2001 published in the Gazette of India, Part II, Section 3, Sub-section (ii), Extraordinary,”

read “notification number S.O.732(E), dated 31-07-2001, S.O.822(E), dated 23-08-2001, S.O.880(E), dated 14-09-2001, S.O.881(E) dated 14-09-2001, S.O. 882(E), dated 14-09-2001, S.O. 883(E), dated 14-09-2001 published in the Gazette of India, Part II, Section 3, Sub-section (ii), Extraordinary”.

[Notification No. 340/2001/F. No. 187/5/2001/ITA-I]
I. P. S. BINDRA, Under Secy.

(व्यय विभाग)

नई दिल्ली, 23 अक्तूबर, 2001

का.प्र. 2946.—भारत के संविधान के अनुच्छेद 77 की धारा (3) के अनुसरण में, राष्ट्रपति एतद्वारा विधायी शक्तियों के प्रत्यायोजन नियमावली, 1978 को और आगे संशोधित करने के लिये निम्नलिखित नियम बनाने हैं, नामतः—

1. (1) इन नियमों की विधायी शक्तियों का प्रत्यायोजन संशोधन नियमावली, 2001 कहा जा सकता है।

(2) ये सरकारी राजपत्र में अपने प्रकाशन की तारीख से प्रवृत्त होंगे।

2. विधायी शक्तियों के प्रत्यायोजन नियमावली, 1978, जिसे यहां बाद में प्रमुख नियमावली, कहा जाएगा, के नियम 21 के पहले परन्तुक में:—

(1) धारा (क) “पांच करोड़” शब्दों के लिए “बीस करोड़” शब्दों को प्रतिस्थापित किया जाएगा।

(2) धारा (ख) में “एक करोड़” शब्दों के लिए “पांच करोड़” शब्दों को प्रतिस्थापित किया जाएगा।

(3) धारा (ग) में, “साठ लाख” शब्दों के लिए “पांच करोड़” शब्दों को प्रतिस्थापित किया जाएगा।

3. प्रमुख नियमावली की अनुसूची-5 में,

(क) मौजूदा सारणी के लिए नामतः निम्नलिखित सारणी को प्रतिस्थापित किया जाएगा—
“सारणी

प्राधिकारी (1)	शक्ति का विस्तार (2)	
	आवर्ती	अनावर्ती
केन्द्रीय सरकार के विभाग —		
(1) उपराष्ट्रपति सचिवालय	प्रत्येक मामले में प्रति वर्ष 25000 रुपए	पूरी शक्तियां
(2) अन्य विभागों के प्रभासक	पूरी शक्तियां	पूरी शक्तियां
विभाग प्रमुख	प्रत्येक मामले में प्रति वर्ष 25000 रुपए	प्रत्येक मामले में 60,000 रुपए
केन्द्रीय सरकार के विभागों के अवसर सचिव को छोड़कर कार्यालयों के प्रमुख	प्रत्येक मामले में प्रति माह 1000 रुपए	प्रत्येक मामले में 5000 रुपए
कार्यालय प्रमुख के रूप में घोषित केन्द्रीय सरकार के विभागों में अवसर सचिव	प्रत्येक मामले में प्रतिमाह 2000 रुपये	प्रत्येक मामले में 5000 रुपए”

(ख) अनुच्छेद में,

- (1) क्रम संख्या 13(2) के कालम 4 में “राजकोष नियम 197 के जरिए” इन शब्दों और आंकड़ों को “केन्द्रीय सरकारी खाता (प्राप्ति और भुगतान) नियमावली, 1983” इन शब्दों, कोष्ठकों और आंकड़ों से प्रतिस्थापित कर दिया जाएगा।
- (2) क्रम संख्या 14 के कालम 4 के पैराग्राफ 2 की मद संख्या (i), (ii) और (iii) में “50,000”, “10,000”, “4000” के आंकड़ों को क्रमशः “1,00,000”, “20,000” और “10,000” के आंकड़ों से प्रतिस्थापित कर दिया जाएगा;
- (3) क्रम संख्या 16 के कालम (1), (2) और (3) के संबंध में निम्नलिखित प्रविष्टियों को निम्नवत प्रतिस्थापित कर दिया जाएगा —

(1)	(2)	(3)
16 “किराया	शहर की श्रेणी	मौद्रिक सीमा प्रतिमाह
(1) सामान्य कार्यालय आवास		
(क) जहां आवास पूरी तरह से कार्यालय के तौर पर उपयोग किया जा रहा है	क-1 क, ख-1 और ख-2 ग अवर्गीकृत	25,000 रुपए 10,000 रुपए 6,000 रुपए 4,000 रुपए
(ख) जहां आवास अंशतः कार्यालय के और अंशतः आवास के लिए प्रयोग किया गया है	क-1 क, ख-1 और ख-2 ग अवर्गीकृत	6,000 रुपए 5,000 रुपए 3,000 रुपए 2,000 रुपए
(2) आवासीय और अन्य प्रयोजन के लिए	क-1 क, ख-1 और ख-2 ग अवर्गीकृत	1,200 रुपए 800 रुपए 400 रुपए 200 रुपए”

(4) क्रम संख्या 21, मद (ख) के कालम 3 में "40,000" आंकड़े के लिये "1,00,000" आंकड़े को प्रतिस्थापित कर दिया जायेगा;

4. मुख्य नियमावली की अनुसूची VI में मौजूदा सारणी के लिये नामतः निम्नलिखित सारणी को प्रतिस्थापित किया जायेगा :—

प्राधिकारी	वह अधिकतम सीमा जिस तक हर एक अलग-अलग मद पर व्यय मंजूर किया जा सकेगा	
	भावर्ती	अभावर्ती
केन्द्रीय सरकार के विभाग :		
(1) संसदीय कार्य मंत्रालय, राष्ट्रपति सचिवालय और उपराष्ट्रपति सचिवालय	10,000 रुपये	पूरी शक्तियां
(2) अन्य विभागों के प्रशासक :	पूरी शक्तियां	पूरी शक्तियां
(i) लक्षद्वीप को छोड़कर सभी मंच शासित प्रदेशों के प्रशासक	पूरी शक्तियां	पूरी शक्तियां
(ii) प्रशासक, लक्षद्वीप विभागाध्यक्ष	10,000 रुपये प्रति वर्ष 5,000 रु० प्रति वर्ष	40,000 रुपये 20,000 रुपये

5. मुख्य नियमावली में अनुसूची-VII की सारणी के कालम एक के शीर्षक "हानि की प्रकृति",—

(क) दूसरी मद "राजस्व की हानि या अवसूलनीय उधार या अग्रिम धन" के लिये तथा उनसे संबंधित प्रविष्टियों को नामतः निम्नलिखित मद और प्रविष्टियों में प्रतिस्थापित किया जायेगा :—

हानि की प्रकृति	प्राधिकारी	धन परिसीमा जिस तक हर एक दशा में हानि बढ़ते खाने में डाली जा सकेगी
"राजस्व की हानि या अवसूलनीय उधार या अग्रिम धन"	राजस्व विभाग	(क) अवसूलनीय राजस्व की हानियों को बढ़ते खाने में डालने की पूरी शक्तियां (ख) अन्य मामलों के लिये 1,00,000 रुपये
	केन्द्रीय सरकार के अन्य विभाग संघ शासित प्रदेशों के प्रशासक	1,00,000 रुपये 1,00,000 रुपये

(ख) तीसरी मद "स्टॉक में अन्विष्ट स्टोर्स के मूल्य में और अन्य लेखाओं में कमियां और ह्रास (मोटर वाहन अथवा मोटर साइकिल को छोड़कर)" और इनसे संबंधित प्रविष्टियों के लिये नामतः निम्नलिखित मद और प्रविष्टियों को प्रतिस्थापित किया जायेगा :—

हानि की प्रकृति	प्राधिकारी	धन परिसीमा जिस तक हर एक दशा में हानि बढ़ते खाने में डाली जा सकेगी
"स्टॉक में अन्विष्ट स्टोर्स के मूल्य में और अन्य लेखाओं में कमियां और ह्रास (मोटर गाड़ी और मोटर साइकिल को छोड़कर)"	खाद्य और निचाई मंत्रालय (खाद्य विभाग)	(क) (i) खाद्यान्नों, (ii) चीनो (iii) स्टोर्स उदाहरणार्थ बोरो पर हानियां, जो खाद्यान्नों और चीनो को प्राप्ति, परिवहन भंडारण और विक्रय से संसक्त हैं— 1,00,000 रुपये (ख) अन्य मामलों 1,00,000 रुपये

(ग) पांचवीं मध “स्टोरोँ या लोक-धन की अवसूलनीय हानियाँ (जिनके अन्तर्गत स्टाम्पोँ की हानि भी है)” और इनसे संबंधित प्रविष्टियों के लिये नामतः निम्नलिखित मद और प्रविष्टियों को प्रतिस्थापित किया जायेगा :—

हानि की प्रकृति	प्राधिकारी	धन परिसीमा जिस तक हर एक वशा में हानि बढ़ते खाने में डाली जा सकेगी
“स्टोरोँ या लोक-धन की अवसूलनीय हानियाँ (जिनके अन्तर्गत स्टाम्पोँ की हानि भी है)	विशेषाधिकार रखने वालों को छोड़कर विभागाध्यक्ष	(क) चोरी, धोखेबाजी अथवा लापरवाही की वजह से स्टोरोँ का नुकसान न हुआ हो : 50,000 रुपये (ख) अन्य मामलों के लिये 20,000 रुपये

(घ) छठी मद “अवसूलनीय उधारों और अग्रिम धनों की हानि” और इनसे संबंधित प्रविष्टियों के लिये नामतः निम्नलिखित मद और प्रविष्टियों को प्रतिस्थापित किया जायेगा :—

हानि की प्रकृति	प्राधिकारी	धन परिसीमा जिस तक हर एक वशा में हानि बढ़ते खाने में डाली जा सकेगी
“अवसूलनीय उधारों और अग्रिम धनों की हानि	सभी विभागाध्यक्ष	10,000 रुपये

[फा.सं. 1(20)/स्था-II(क)/2000]

रुबीना अली, अवर सचिव

टिप्पणी :—दिनांक 22 जुलाई, 1978 के एस.ओ. संख्या 2131 के तहत प्रकाशित वित्तीय शक्तियों का प्रत्यायोजन नियम 1978 को तदनन्तर निम्नलिखित बार संशोधित किया गया है :—

- (1) अधिसूचना सं. एस. ओ. 1187 दिनांक 9-6-1979
- (2) अधिसूचना सं. एस. ओ. 2942 दिनांक 1-6-1979
- (3) अधिसूचना सं. एस. ओ. 2611, दिनांक 4-10-1980
- (4) अधिसूचना सं. एस. ओ. 2164, दिनांक 15-8-1981
- (5) अधिसूचना सं. एस. ओ. 2304, दिनांक 5-9-1981
- (6) अधिसूचना सं. एस. ओ. 3073, दिनांक 4-9-1982
- (7) अधिसूचना सं. एस. ओ. 4171, दिनांक 11-12-1982
- (8) अधिसूचना सं. एस. ओ. 1314, दिनांक 26-2-1983
- (9) अधिसूचना सं. एस. ओ. 2502, दिनांक 4-8-1984
- (10) अधिसूचना सं. एस. ओ. 22, दिनांक 5-1-1985
- (11) अधिसूचना सं. एस. ओ. 1958, दिनांक 11-5-1985
- (12) अधिसूचना सं. एस. ओ. 3082, दिनांक 6-7-1985
- (13) अधिसूचना सं. एस. ओ. 3974, दिनांक 24-8-1985
- (14) अधिसूचना सं. एस. ओ. 5641, दिनांक 21-12-1985
- (15) अधिसूचना सं. एस. ओ. 1548, दिनांक 19-4-1986
- (16) अधिसूचना सं. एस. ओ. 3183, दिनांक 20-9-1986
- (17) अधिसूचना सं. एस. ओ. 3787, दिनांक 8-11-1986
- (18) अधिसूचना सं. एस. ओ. 2508, दिनांक 19-9-1987
- (19) अधिसूचना सं. एस. ओ. 3092, दिनांक 7-11-1987
- (20) अधिसूचना सं. एस. ओ. 3581, दिनांक 10-12-1988
- (21) अधिसूचना सं. एस. ओ. 641, दिनांक 17-3-1990
- (22) अधिसूचना सं. एस. ओ. 1469, दिनांक 26-5-1990
- (23) अधिसूचना सं. एस. ओ. 2173, दिनांक 18-8-1990
- (24) अधिसूचना सं. एस. ओ. 3033, दिनांक 17-11-1990

(25) अधिसूचना सं. एन. ओ. 3414,	दिनांक 22-12-1990
(26) अधिसूचना सं. एस. ओ. 534,	दिनांक 28-2-1991
(27) अधिसूचना सं. एस. ओ. 2235,	दिनांक 24-4-1991
(28) अधिसूचना सं. एस. ओ. 547(ई),	दिनांक 24-7-1992
(29) अधिसूचना सं. एस. ओ. 466,	दिनांक 13-3-1993
(30) अधिसूचना सं. एस. ओ. 1292,	दिनांक 12-6-1993
(31) अधिसूचना सं. एस. ओ. 685,	दिनांक 12-3-1994
(32) अधिसूचना सं. एस. ओ. 1232,	दिनांक 28-5-1994
(33) अधिसूचना सं. एस. ओ. 1945,	दिनांक 13-8-1994
(34) अधिसूचना सं. एस. ओ. 2451,	दिनांक 24-9-1994
(35) अधिसूचना सं. एस. ओ. 174,	दिनांक 28-1-1995
(36) अधिसूचना सं. एस. ओ. 670(ई)	दिनांक 30-9-1996
(37) अधिसूचना सं. एस. ओ. 665(ई)	दिनांक 5-8-1998
(38) अधिसूचना सं. एस. ओ. 1835,	दिनांक 7-9-1998
(39) अधिसूचना सं. एस. ओ. 2274,	दिनांक 5-8-1999
(40) अधिसूचना सं. एस. ओ. 3054,	दिनांक 12-10-2000

(Department of Expenditure)

New Delhi, the 23rd October, 2001

S.O. 2946.—In pursuance of clause (3) of Article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely :

1. (i) These rules may be called the Delegation of Financial Powers (Amendment) Rules, 2001.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Delegation of Financial Powers Rules, 1978 hereinafter referred to as the Principal Rules, in Rule 21, in the first proviso,—

(i) in clause (a), for the words “five crores”, the words “twenty crore” shall be substituted;

(ii) in clause (b), for the words “one crore”, the words “five crore” shall be substituted;

(iii) in clause (c), for the words “sixty lakhs”, the words “five crore” shall be substituted.

3. In Schedule V to the Principal Rules,

(a) for the existing Table, the following Table shall be substituted, namely :

“TABLE

Authority	Extent of Power	
	Recurring	Non-recurring
Departments of the Central Government :		
(i) Vice-President's Secretariat	Rs. 25,000 per annum in each case.	Full Powers.
(ii) Other Departments	Full Powers	Full Powers.
Administrators	Full Powers	Full Powers.
Heads of the Departments	Rs. 25,000 per annum in each case	Rs. 60,000 in each case.
Heads of Offices other than Under Secretaries in the Departments of Central Government.	Rs. 1,000 per month in each case	Rs. 5,000 in each case.
Under Secretaries in the Departments of the Central Government declared as Heads of Offices.	Rs. 2,000 per month in each case	Rs. 5,000 in each case.”

(b) in the Annexure,—

- (i) against serial number 13 (ii), in column 4, for the words and figures “vide Treasury Rule 197” the words, brackets and figures “vide Central Government Accounts (Receipt and Payment) Rules, 1983” shall be substituted;
- (ii) against serial number 14, in column 4, in paragraph 2, in items (i), (ii) and (iii) for the figures “50,000”, “10,000” and “4,000”, the figures “1,00,000”, “20,000” and “10,000” respectively, shall be substituted;
- (iii) against serial number 16, for the existing entries relating thereto in columns (1), (2) and (3), the following entries shall be substituted, namely :

(1)	(2)	(3)
16. “Rent	Class of City	Monetary limit per month
(i) Ordinary Office Accommodation		
(a) where the accommodation is entirely utilised for the office	A-1	Rs. 25,000
	A, B-1 and B-2	Rs. 10,000
	C	Rs. 6,000
	Unclassified	Rs. 4,000
(b) Where the accommodation is used partly as office and partly as residence	A-1	Rs. 6,000
	A, B-1 and B-2	Rs. 5,000
	C	Rs. 3,000
	Unclassified	Rs. 2,000
(ii) For residential and other purposes	A-1	Rs. 1,200
	A, B-1 and B-2	Rs. 800
	C	Rs. 400
	Unclassified	Rs. 200”;

- (iv) against serial number 21, item (B), in column 3, for the figures “40,000”, the figures “1,00,000,” shall be substituted;

4. In Schedule VI to the Principal Rules, for the existing Table, the following Table shall be substituted, namely :

“Authority	Maximum limit up to which the Expenditure may be sanctioned on each individual item	
	Recurring	Non-recurring
Departments of Central Government :		
(i) Ministry of Parliamentary Affairs, President’s Secretariat and Vice-President’s Secretariat.	Rs. 10,000	Full Powers.
(ii) Other Departments	Full Powers	Full Powers.
Administrators :		
(i) Administrators of all the Union Territories except Lakshadweep:	Full Powers	Full Powers.
(ii) Administrator, Lakshadweep	Rs. 10,000 per annum	Rs. 40,000
Heads of Departments	Rs. 5,000 per annum	Rs. 20,000.”

5. In Schedule VII to the Principal Rules in the Table, in column one under the heading 'Nature of Loss',—
 (a) For the second item "Loss of revenue or irrecoverable loans and advances" and entries relating thereto, the following item and entries shall be substituted, namely :—

Nature of Loss	Authority	Monetary limit up to which the loss may be written off in each case
"Loss of revenue or irrecoverable loans and advances"	Department of Revenue	(a) Full Powers to write off losses of irrecoverable revenue.
	Other Departments of the Central Government.	(b) Rs. 1,00,000 for other cases.
	Administrators of the Union Territories.	Rs. 1,00,000

- (b) For the third item "Deficiencies and depreciation in the value of stores (other than a motor vehicle or motor cycle) included in the stock and other accounts" and entries relating thereto, the following item and entries shall be substituted, namely :—

Nature of Loss	Authority	Monetary limit up to which the loss may be written off in each case
"Deficiencies and depreciation in the value of stores (other than a motor vehicle or motor cycle) included in the stock and other accounts,	Ministry of Agriculture and Irrigation (Department of Food)	(a) Losses on : (i) foodgrains, (ii) sugar, (iii) stores, e.g., gunny bags, connected with receipt, transport, storage and sale of foodgrains and sugar—Rs. 1,00,000. (b) Other cases—Rs. 1,00,000."

- (c) For the fifth item "Irrecoverable losses of stores or public money (including loss of stamps)" and entries relating thereto, the following item and entries shall be substituted namely :—

Nature of Loss	Authority	Monetary limit up to which the loss may be written off in each case
"Irrecoverable losses of stores or public money (including loss of stamps).	Heads of Departments other than those who have special powers.	(i) Rs. 50,000 for losses of stores not due to theft, fraud or negligence. (ii) Rs. 20,000 for other cases";

- (d) For the sixth item "Loss of irrecoverable loans and advances" and entries relating thereto, the following item and entries shall be substituted namely :—

Nature of loss	Authority	Monetary limit up to which the loss may be written off in each case
"Loss of irrecoverable loans and advances"	All Heads of Departments	Rs. 10,000".

[File No. 1(20)/E.II(A)/2000]

RUBINA ALI, Under Secy.

Note :—The Delegation of Financial Powers Rules, 1978 published vide S.O. No. 2131, dated 22nd July, 1978 have subsequently been amended by :

- (i) Notification No. S.O. 1187, dated 9-6-1979.
- (ii) Notification No. S.O. 2942, dated 1-6-1979.
- (iii) Notification No. S.O. 2611, dated 4-10-1980.

- (iv) Notification No. S.O. 2164, dated 15-8-1981.
- (v) Notification No. S.O. 2304, dated 5-9-1981.
- (vi) Notification No. S.O. 3073, dated 4-9-1982.
- (vii) Notification No. S.O. 4171, dated 11-12-1982.
- (viii) Notification No. S.O. 1314, dated 26-2-1983.
- (ix) Notification No. S.O. 2502, dated 4-8-1984.
- (x) Notification No. S.O. 22, dated 5-1-1985.
- (xi) Notification No. S.O. 1958, dated 11-5-1985.
- (xii) Notification No. S.O. 3082, dated 6-7-1985.
- (xiii) Notification No. S.O. 3974, dated 24-8-1985.
- (xiv) Notification No. S.O. 5641, dated 21-12-1985.
- (xv) Notification No. S.O. 1548, dated 19-4-1986.
- (xvi) Notification No. S.O. 3183, dated 20-9-1986.
- (xvii) Notification No. S.O. 3787, dated 8-11-1986.
- (xviii) Notification No. S.O. 2508, dated 19-9-1987.
- (xix) Notification No. S.O. 3092, dated 7-11-1987.
- (xx) Notification No. S.O. 3581, dated 10-12-1988.
- (xxi) Notification No. S.O. 641, dated 17-3-1990.
- (xxii) Notification No. S.O. 1469, dated 26-5-1990.
- (xxiii) Notification No. S.O. 2173, dated 18-8-1990.
- (xxiv) Notification No. S.O. 3033, dated 17-11-1990.
- (xxv) Notification No. S.O. 3414, dated 22-12-1990.
- (xxvi) Notification No. S.O. 534, dated 28-2-1991.
- (xxvii) Notification No. S.O. 2235, dated 24-8-1991.
- (xxviii) Notification No. S.O. 547(E), dated 24/7-1992.
- (xxix) Notification No. S.O. 466, dated 13-3-1993.
- (xxx) Notification No. S.O. 1292, dated 12-6-1993.
- (xxxi) Notification No. S.O. 685, dated 12-3-1994.
- (xxxii) Notification No. S.O. 1232, dated 28-5-1994.
- (xxxiii) Notification No. S.O. 1945, dated 13-8-1994.
- (xxxiv) Notification No. S.O. 2451, dated 24-9-1994.
- (xxxv) Notification No. S.O. 174, dated 28-1-1995.
- (xxxvi) Notification No. S.O. 670(E), dated 30-9-1996.
- (xxxvii) Notification No. S.O. 665(E), dated 5-8-1998.
- (xxxviii) Notification No. S.O. 1835, dated 7-9-1998.
- (xxxix) Notification No. S.O. 2274, dated 5-8-1999.
- (xxxx) Notification No. S.O. 3054, dated 12-10-2000.

(अर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 23 अक्टूबर, 2001

का.प्र. 2947 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित बैंककारी विनियमन अधिनियम, 1949 (जैसा कि सहकारी संस्थाओं पर लागू है) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि बैंककारी विनियमन अधिनियम, 1949 (जैसा कि सहकारी संस्थाओं पर लागू है) की धारा 11 की उपधारा (1) के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002 तक लालगुडी को-ऑपरेटिव ग्रुप बैंक लि., लालगुडी तमिलनाडु पर लागू नहीं होंगे।

[फा.सं. 1(22)/2001-एसी]

आल चण्ड टूरा, जवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 23rd October, 2001

S.O. 947.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (As Applicable to Cooperative Societies) read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Sub-section (1) of Section 11 of the Banking Regulation Act, 1949 (As Applicable to Cooperative Societies) shall not apply to Lalgudi Cooperative Urban Bank Ltd., Lalgudi, Tamil Nadu for the period from date of publication of this notification in the Gazette of India to 31 March 2002.

[F.No. 1(22)/2001-AC]

L.C. TOORA, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 19 अक्टूबर, 2001

क्र.प्र. 2948.—राजनयिक कौंसली अधिकारी (गपव एवं मुल्क) अधिनियम 1948 (1948 का 41वाँ) की धारा 2 के अंक (क) के अनुसार में निदेशित सरकार एतद्वारा भारत का महाभूत उच्चयोग कैंडी में श्रीमती सारिथा जी. कुजुर महाराज को 17-10-2001 से महाभूत कौंसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2001]

योगेश नारांग, उप सचिव (कानून)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 19th October, 2001

S.O. 2948.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Smt. Maria G. Kujur, Asst. in the Asst. High Commission of India Kandy to perform the duties of Assistant Consular Officer with effect from 17-10-2001.

[No. T. 4330/1/2001]

Y. C. NARANG, Dy. Secy. (Cons.)

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 16 अक्टूबर, 2001

क्र.प्र. 2949.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा

7 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार मैसर्स देवी एंड कम्पनी अमरावती होस्पेट-583201 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए खनिज तथा भयस्क (ग्रुप-1) केशल कच्चा लोहा के निर्यात से पूर्व निरीक्षण हेतु वाणिज्य मंत्रालय की अधिसूचना सं.क्र.प्र. 3975 तारीख 20 दिसम्बर, 1965 से संबद्ध अनुसूची के अनुसार, निम्नलिखित शर्तों के अधीन निर्यात से पूर्व निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात्:—

- (i) मैसर्स देवी एंड कम्पनी, अमरावती-होस्पेट, निर्यात निरीक्षण परिषद द्वारा नामित अधिकारी को खनिज तथा भयस्क (ग्रुप 1) के निर्यात (निर्यात) नियम, 1965 के नियम 4 के अंतर्गत निरीक्षण का प्रमाण पत्र देने के लिए इस संबंध में अपने द्वारा अपनाई गई पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा।
- (ii) मैसर्स देवी एंड कम्पनी, अमरावती-होस्पेट, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निर्यात एवं क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फाइल सं. 5/15/01-ई.आई. एंड ई.पी.]

राज सिंह, उप सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 16th October, 2001

S.O. 2949.—In exercise of the powers conferred by the Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Devi & Co., Hospet located and having their registered office at Amaravathi, Hospet-583 201, as an Agency for the inspection of Minerals and Ores (Group-I), only iron ore, specified in the Schedule annexed to the Ministry of Commerce Notification number S.O. 3975, dated 20th December, 1965, prior to export, subject to the following conditions, namely:—

- (i) that M/s. Devi & Co., Hospet shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under Rule 4 of the Export of Minerals and Ores (Group I), (Inspection) Rules 1965;
- (ii) that M/s. Devi & Co., Hospet in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/15/01-EI & EP]
RAJ SINGH, Dy. Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 18 अक्टूबर, 2001

का.आ. 2950.—केन्द्रीय सरकार, राजभाषा (संघ. के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग कृषि मंत्रालय के स्वायत्त संभठन राष्ट्रीय सहकारी विकास निगम, नई दिल्ली के निम्नलिखित कार्यालय को जिसके 80% कर्मचारीबृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

राष्ट्रीय सहकारी विकास निगम,
क्षेत्रीय निदेशालय, खंड-ए,
द्वितीय मंजिल, कक्ष सं. 20-21,
मौर्य लोक कॉम्प्लेक्स, डाक बंगला रोड,
पटना-800001

[संख्या 3-15/93-हिन्दी नीति]

सतीश चन्द्र, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 18th October, 2001

S.O. 2950.—In pursuance of Sub-Rule (4) of Rule 10 of the official Language (Use for official Purposes of the Union) Rule, 1976, the Central Government hereby notifies the following office of the National Cooperative Development Corporation, New Delhi and autonomous body under the control of the Department of Agriculture and Cooperation, Ministry of Agriculture 80% staff whereof have acquired the working knowledge of Hindi :—

National Cooperative Development Corporation,
Regional Directorate,
Block A, Second Floor, Room No. 20-21,
Maurya Lok Complex, Dak Bangla Road,
Patna-800001.

[No. 3-15/93-Hindi Neeti]

SATISH CHANDER, Jt. Secy.

हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

1. दूरदर्शन अल्प शक्ति प्रेषित अनूपगढ़ राजस्थान।
2. दूरदर्शन अनुरक्षण केन्द्र धरमपुरा, जिला-बस्तर छत्तीसगढ़।
3. दूरदर्शन अल्प शक्ति प्रेषित अजमेर, राजस्थान।
4. दूरदर्शन अनुरक्षण केन्द्र कटंगा, जबलपुर।

[संख्या-ई-11011/1/93-हिन्दी]

ममथ सिंह कटारिया, निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th October, 2001

S.O. 2951.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976, the Central Government, hereby notify the following Subordinate Offices of the DG Doordarshan (Ministry of Information and Broadcasting), the staff whereof more than 80 per cent have acquired the working knowledge of Hindi :—

1. Doordarshan Low Power Transmitter, Anupgarh, Rajasthan.
2. Doordarshan Maintenance Centre, Dharmapura, Distt., Baster, Chhatisgarh.
3. Doordarshan Low Power Transmitter, Ajmer, Rajasthan.
4. Doordarshan Maintenance Centre, Katanga, Jabalpur.

[No. E-110011/1/93-Hindi]

S. S. KATARIA, Director (Official Language)

MINISTRY OF STEEL

CORRIGENDUM

New Delhi, the 22nd October, 2001

S.O. 2952.—In partial modification of Ministry of Steel, New Delhi Notification No. 5(21)96-HSM dated 16-10-2001 sent to Govt. of India Press, Maya Puri New Delhi for publication in Gazette of India Part-II, Section 3 Sub Section (ii) in table thereof at S. No. 5 in column 2, in last line, District Durg may be omitted.

[No. 5(21)96-HSM]

NARAIN DASS, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 17 अक्टूबर, 2001

का.आ. 2951.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में दूरदर्शन महानिदेशालय के निम्नलिखित अधीनस्थ कार्यालयों (सूचना और प्रसारण मंत्रालय) को जिनके 80% से अधिक कर्मचारीबृन्द ने

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2953.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य के जिला भरुच में हजीरा— भरुच — दहेज मुख्य पाइपलाइन से प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक लिंक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह प्रतीत होता है कि उस भूमि में जिसमें ऐसी पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एन. एच. नानावत, सक्षम प्राधिकारी, गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड, ब्लॉक नं० 15, तीसरी मंजिल, उद्योग भवन, सेक्टर नं०-11, गौधी नगर-382 011, गुजरात को लिखित रूप में आक्षेप भेज सकेगा;

अनुसूची

जिल्ला: गरुच			राज्य: गुजरात		
तातुके का नाम	गांव का नाम	सर्वेक्षण सं./ खंड सं.	क्षेत्र	हेक्टर	अरे सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)
अंकलेश्वर	बोरीडा	223	00	03	60
		224/2/ए	00	12	60
		401/2	00	18	70
	सक्करपोर	95	00	08	00
	तरीया	171	00	01	50
भरुच	भाड़भुत	289/3	00	15	10
		375	00	00	20
		338	00	06	00
		321	00	06	20
		320	00	06	00
		308	00	02	60
		301	00	02	10
		445	00	15	50
	केसरोल	3	00	04	90
	भेसली	106	00	03	00
वागरा	भेसली	108	00	00	70
		100	00	03	20
		भुखी नदी	00	07	00
		अठाली	00	15	40
		सूबा	00	11	10
		300	00	01	00
		अमलेश्वर शाखा नहर	00	01	00
		36/पैकी	00	07	50
		अमलेश्वर शाखा नहर	00	09	60
		37/पैकी	00	08	50
भरुच	वासद	38	00	21	90
		39	00	09	70
		40	00	22	60
		23	00	11	80
		26	00	08	30
		24/ए	00	04	40
		24/बी	00	05	90
		24/सी	00	09	00
		25	00	04	80
		उमगात्र - वासद गस्ता	00	04	10
		501	00	01	40
		502	00	12	70
		503	00	20	30
		513/पैकी	00	07	10
		505	00	15	00
		मट्टिक	00	03	30
		463	00	14	70
		462	00	18	00

(1)	(2)	(3)	(4)	(5)	(6)
	संसद	461	00	05	40
	(क्रमशः)	460	00	22	30
		441	00	07	50
		442	00	09	20
		443	00	12	60
		444	00	04	10
		423	00	14	50
		422	00	05	70
		420	00	07	80
		देसल प्रशाखा	00	04	50
		419	00	09	90
		418	00	05	70
		417	00	11	90
		416	00	00	40
		चावज - संसद रास्ता	00	06	00
		अमलेश्वर शाखा नहर	01	23	40
	चावज	240/ए	00	00	55
		239/पैकी	00	15	00
		242	00	23	30
		245	00	12	90
		246	00	11	70
		253/ए	00	16	70
		254/ए	00	01	90
		231/ए	00	10	90
		230/ए	00	21	50
		228/ए	00	01	10
		229	00	12	10
		223/ए	00	15	50
		222	00	06	80
		224/ए	00	18	80
		218	00	15	60
		217/ए	00	19	80
		214/ए	00	01	00
		210/ए	00	16	80
		209	00	05	60
		208/ए	00	04	50
		अमलेश्वर शाखा नहर	00	78	20
	पशुधन	40/ए/1	00	08	20
		40/ए/2	00	09	10
		जलासा मदाला प्रशाखा	00	04	50
		भरुच - पालेज रास्ता	00	04	40
		718/ए	00	03	50
		719/ए	00	03	30
		गम्हा - अनउपयुक्त	00	06	60
		719/बी/1	00	00	95
		721	00	03	05

(1)	(2)	(3)	(4)	(5)	(6)
	पगुथण	723	00	05	00
	(क्रमशः)	730/बी	00	05	20
		726/ए	00	10	50
		माला	00	03	00
		592/बी	00	03	90
		626/ए	00	00	80
		625/ए	00	12	50
		602/बी	00	07	60
		623	00	04	60
		624/ए	00	02	00
		620	00	02	00
		621	00	01	20
		617	00	05	70
		616/ए	00	00	15
		613	00	02	10
		614/ए	00	07	90
		सट्टिक	00	02	10
		566/ए	00	16	30
		565/ए	00	10	70
		560/ए	00	26	10
		541	00	07	20
		558/ए	00	09	90
		542	00	06	60
		543/ए	00	06	20
		545/ए	00	04	95
		511/ए	00	24	30
		अमलेश्वर शाखा नहेर	00	77	20
		234	00	22	20
	अलन्दर	267	00	47	00
		393	00	01	00
		पीके- 1 - विशाखा	00	04	00

[फा. सं. एल-14014/4/99—जीपी भाग-IV]

स्वामी सिंह, निदेशक

Ministry of Petroleum and Natural Gas

New Delhi, the 31st October, 2001

S. O. 2953.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of natural gas from Hazira – Bharuch – Dahej main pipeline in District Bharuch in the State of Gujarat, link pipelines should be laid by the Gujarat State Petroleum Corporation Limited :

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri N.H. Nanavati, Competent Authority, Gujarat State Petroleum Corporation Limited., Block – 15, 3rd Floor, Udyog Bhavan, Sector No. 11, Gandhinagar-382 011, Gujarat.

District : BHARUCH**State : Gujarat**

Name of Taluka	Name of Village	Survey No. /Block No.	Area		
			Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)
ANKLESHWAR	BORIDRA	223/4	00	03	60
		224/2/A	00	12	60
	SAKKARPOR TARIYA	401/2	00	18	70
		95	00	08	00
		171	00	01	50
BHARUCH	BHADBHUT	289/3	00	15	10
		375	00	00	20
		338	00	06	00
		321	00	06	20
		320	00	06	00
		308	00	02	60
		301	00	02	10
		445	00	15	50
		3	00	04	90
		106	00	03	00
VAGARA	BHENSALI	108	00	00	70
		100	00	03	20
		Bhuki River	00	07	00
		180 (171)	00	15	40
		291	00	11	10
BHARUCH	THAM KASAD	300	00	01	00
		Amleshwar Br. Canal	01	34	90
		36/P	00	07	50
		Amleshwar Br. Canal	00	09	60
		37/P	00	08	50
		38	00	21	90
		39	00	09	70
		40	00	22	60
		23	00	11	80
		26	00	08	30
		24/A	00	04	40
		24/B	00	05	90
		24/C	00	09	00
		25	00	04	80
		Umraj – Kasad Road	00	04	10
		501	00	01	40
		502	00	12	70
		503	00	20	30
		513/P	00	07	10
		505	00	15	00
		Cart track	00	03	30
		463	00	04	70
		462	00	18	00

(1)	(2)	(3)	(4)	(5)	(6)
	KASAD	461	00	05	40
	(Cont. .)	460	00	22	30
		441	00	07	50
		442	00	09	20
		443	00	12	60
		444	00	04	10
		423	00	14	50
		422	00	05	70
		420	00	07	30
		Derol Distributory	00	04	50
		419	00	09	90
		418	00	05	70
		417	00	11	90
		416	00	00	40
		Chavaj - Kasad Road	00	06	00
		Amleshwar Br. Canal	01	23	40
	CHAVAJ	240/A	00	00	55
		239/P	00	15	00
		242	00	23	30
		245	00	12	90
		246	00	11	70
		253/A	00	16	70
		254/A	00	01	90
		231/A	00	10	90
		230/A	00	21	50
		228/A	00	01	10
		229	00	12	10
		223/A	00	15	50
		222	00	06	80
		224/A	00	18	80
		218	00	15	60
		217/A	00	19	80
		214/A	00	01	00
		210/A	00	16	80
		209	00	05	60
		208/A	00	04	50
		Amleshwar Br. Canal	00	78	20
	PAGUTHAN	40/A/1	00	08	20
		40/A/2	00	09	10
		Tralasa Maddulla Distributory	00	04	50
		Bharuch - Palej Road	00	04	40
		718/A	00	03	50
		719/A	00	03	30
		Road - defunct	00	06	60
		719/B/1	00	00	95
		721	00	03	05

(1)	(2)	(3)	(4)	(5)	(6)
	PAGUTHAN	723	00	05	00
	(Cont...)	730/B	00	05	20
		726/A	00	10	50
		Drain	00	03	00
		592/B	00	03	90
		626/A	00	00	80
		625/A	00	12	50
		602/B	00	07	60
		623	00	04	60
		624/A	00	02	00
		620	00	02	00
		621	00	01	20
		617	00	05	70
		616/A	00	00	15
		613	00	02	10
		614/A	00	07	90
		Cart track	00	02	10
		566/A	00	16	30
		565/A	00	10	70
		560/A	00	26	10
		541	00	07	20
		558/A	00	09	90
		542	00	06	60
		543/A	00	06	20
		545/A	00	04	95
		511/A	00	24	30
		Amleshwar Br. Canal	00	77	20
		234	00	22	20
	ALDAR	267	00	47	00
		393	00	01	00
		PK – 1 - Minor	00	04	00

[No L-14014/4/99—GP(Part-IV)]
SWAMI SINGH, Director

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2954.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्द्धन” के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के प्रयोजन के लिए, इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन प्रभाग) सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना पो.बा.सं 4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा ।

अनुसूची

नामिका : दंत्रोज रामपुरा		जिला : अहमदाबाद		राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप. खण्ड सं.	क्षेत्रफल			
			हेक्टर	ग्यार	वर्ग मीटर	
1	2	3	4	5	6	
वामका	36		0	09	19	
	49		0	05	10	
	20		0	00	20	
	57		0	01	25	
	63		0	09	27	

[फा. सं. 25011/9/2001-ओ.आर.-I]

एम० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2954.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : DETROJ RAMPURA		District : AHMEDABAD		State : GUJARAT		
Name of the Village	Survey no.	Sub-Division no	Area			
			Hectare	Are	Sq mtr.	
1	2	3	4	5	6	
BASKA	36		0	09	19	
	49		0	05	10	
	29		0	00	20	
	57		0	01	25	
	63		0	09	27	

[No. R-25011/9/2001- OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2955.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्द्धन” के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के प्रयोजन के लिए, इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन प्रभाग) सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा ।

अनुसूची

तालूका : बंचराजी		जिला : महेसाणा		राज्य : गुजरात		
गाँव का नाम	सर्वे सं	उप-खण्ड सं	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
कनोड़ा	1142	1	0	00	51	
	1142	2	0	08	52	

[फा. सं. 25011/9/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2955.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : BECHARAJI		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr
1	2	3	4	5	6
KANODA	1142	1	0	00	51
	1142	2	0	08	52

[No. R-25011/9/2001-OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2956.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्द्धन” के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइने बिछाने के प्रयोजन के लिए, इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन प्रभाग) सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना पो.बा सं 4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा ।

अनुसूची

तालूका : विरमगाम	जिला : अहमदाबाद		राज्य : गुजरात		
गाँव का नाम	सर्वे सं	उप-खण्ड सं	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
चणोठिया	192		0	02	06

[फा. सं. 25011/9/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2956.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : VIRAMGAM		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
CHANOTHIA	192		0	02	06

[No. R-25011/9/2001- OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2957.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1410 तारीख 19 जून 2001 के द्वारा भारत के राजपत्र तारीख 23 जून 2001 का प्रकाशित में निम्नलिखित संशोधन करने का निदेश करती है, अर्थात् —

“आधार” (अशोक नगर), “बासका”, “भंकोडा” और “डाभसर” ग्रामों से सम्बंधित उक्त अधिसूचना में —

ग्राम “आधार” (अशोक नगर) पृष्ठ 2876

(I) सर्वेक्षण संख्यांक 97 के सामने, “0-06-47” क्षेत्र के स्थान पर “0-12-87” रखा जाएगा

2 ग्राम बासका - पृष्ठ 2883

(I) सर्वेक्षण संख्यांक 34 के सामने, “0-01-96” क्षेत्र के स्थान पर “0-06-95” रखा जाएगा

(II) सर्वेक्षण संख्यांक 71 के सामने, “0-10-07” क्षेत्र के स्थान पर “0-12-48” रखा जाएगा

(III) सर्वेक्षण संख्यांक 70 के सामने, “0-00-20” क्षेत्र के स्थान पर “0-18-02” रखा जाएगा

3. ग्राम भंकोडा - पृष्ठ 2883

(I) सर्वेक्षण संख्यांक 259 के सामने, “0-04-96” क्षेत्र के स्थान पर “0-14-41” रखा जाएगा

(II) सर्वेक्षण संख्यांक 261 के सामने, “0-12-83” क्षेत्र के स्थान पर “0-27-52” रखा जाएगा

(III) सर्वेक्षण संख्यांक 280 के सामने, “0-00-45” क्षेत्र के स्थान पर “0-08-10” रखा जाएगा

4. ग्राम डाभसर - पृष्ठ 2881

(I) सर्वेक्षण संख्यांक 209 के सामने, “0-12-14” क्षेत्र के स्थान पर “0-20-47” रखा जाएगा

[फा. सं. 25011/9/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2957.— In exercise of the powers conferred by the sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby directs the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas published in the Gazette of India on 23rd June, 2001 vide S.O. 1410 dated 19th June, 2001 namely :-

In the said notification relating to villages Aghar (Ashok Nagar), Baska, Bhankoda and Dabhasar :-

AGHAR (ASHOK NAGAR) Village - Page 2883

- (i) Against Survey No. 97 for the area "0-06-47" the area "0-12-87" shall be substituted.

2. **BASKA Village - Page 2883**

- (i) Against Survey No. 34 for the area "0-01-96" the area "0-06-95" shall be substituted.
(ii) Against Survey No. 71 for the area "0-10-07" the area "0-12-48" shall be substituted.
(iii) Against Survey No. 70 for the area "0-00-20" the area "0-18-02" shall be substituted.

3. **BHANKODA Village - Page 2883**

- (i) Against Survey No. 259 for the area "0-04-96" the area "0-14-41" shall be substituted.
(ii) Against Survey No. 261 for the area "0-12-83" the area "0-27-52" shall be substituted.
(iii) Against Survey No. 280 for the area "0-00-45" the area "0-08-10" shall be substituted.

4. **DABHASAR Village - Page 2888**

- (i) Against Survey No. 209 for the area "0-12-14" the area "0-20-47" shall be substituted.

[No. R-25011/9/2001-OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2958.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1408 तारीख 19 जून 2001 द्वारा भारत के राजपत्र में तारीख 23 जून, 2001 को प्रकाशित में निम्नलिखित संशोधन करने का निदेश करती है, अर्थात् -

“रूपपुरा” ग्राम से सम्बंधित उक्त अधिसूचना में पृष्ठ 2861 पर :-

- (I) सर्वेक्षण संख्यांक 585 के सामने, “0-08-03” क्षेत्र के स्थान पर “0-11-01” क्षेत्र रखा जाएगा ।
- (II) सर्वेक्षण संख्यांक 20 के सामने, “0-02-75” क्षेत्र के स्थान पर “0-08-10” क्षेत्र रखा जाएगा ।
- (III) सर्वेक्षण संख्यांक 22 के सामने, “0-07-98” क्षेत्र के स्थान पर “0-12-75” क्षेत्र रखा जाएगा ।
- (IV) सर्वेक्षण संख्यांक 24 के सामने, “0-15-83” क्षेत्र के स्थान पर “0-25-94” क्षेत्र रखा जाएगा ।

[फा. सं. 25011/9/2001-ओ.आर-I]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2958.— In exercise of the powers conferred by the sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby directs the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas published in the Gazette of India on 23rd June, 2001 vide S.O. 1408 dated 19th June, 2001 namely:-

In the said notification at page 2867 relating to village “Ruppura”:-

- (i) Against Survey No. 585 for the area “0-08-03”, the area “0-11-01” shall be substituted.
- (ii) Against Survey No. 20 for the area “0-02-75”, the area “0-08-10” shall be substituted.
- (iii) Against Survey No. 22 for the area “0-07-98”, the area “0-12-75” shall be substituted.
- (iv) Against Survey No. 24 for the area “0-15-83”, the area “0-25-94” shall be substituted.

[No. R-25011/9/2001-OR-I]

S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 31 अक्टूबर, 2001

का. आ. 2959.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 1411 तारीख 19 जून 2001 द्वारा भारत के राजपत्र में तारीख 23 जून, 2001 को प्रकाशित में निम्नलिखित संशोधन करने का निदेश करती है, अर्थात् :-

ग्राम "चणोठिया" से सम्बंधित उक्त अधिसूचना के पृष्ठ 2892 में:-

- (I) सर्वेक्षण संख्यांक 160 के सामने, "0-32-06" क्षेत्र के स्थान पर "0-34-85" क्षेत्र रखा जाएगा ;
- (II) सर्वेक्षण संख्यांक 161 के सामने, "0-55-29" क्षेत्र के स्थान पर "0-57-83" क्षेत्र रखा जाएगा ;
- (III) सर्वेक्षण संख्यांक 162 के सामने, "0-00-20" क्षेत्र के स्थान पर "0-61-75" क्षेत्र रखा जाएगा ;
- (IV) सर्वेक्षण संख्यांक 189 के सामने, "0-20-43" क्षेत्र के स्थान पर "0-21-18" क्षेत्र रखा जाएगा ;
- (V) सर्वेक्षण संख्यांक 191 के सामने, "0-01-88" क्षेत्र के स्थान पर "0-13-38" क्षेत्र रखा जाएगा ;

[फा. सं. 25011/9/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 31st October, 2001

S. O. 2959.— In exercise of the powers conferred by the sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby directs the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas published in the Gazette of India on 23rd June, 2001 vide S.O. 1411 dated 19th June, 2001 namely :-

In the said notification at page 2896 relating to village "Chanothia" :-

- (i) Against Survey No. 160 for the area "0-32-06", the area "0-34-85" shall be substituted.
- (ii) Against Survey No. 161 for the area "0-55-29", the area "0-57-83" shall be substituted.
- (iii) Against Survey No. 162 for the area "0-00-20", the area "0-61-75" shall be substituted.
- (iv) Against Survey No. 189 for the area "0-20-43", the area "0-21-18" shall be substituted.
- (v) Against Survey No. 191 for the area "0-01-88", the area "0-13-38" shall be substituted.

[No R-25011/9/2001-OR-I]

S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 2 नवम्बर, 2001

शुद्धिपत्र

का. आ. 2960.— भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 2361 तारीख 11 सितम्बर, 2001 में, जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 15 सितम्बर, 2001 के पृष्ठ 4902 में प्रकाशित हुई थी, पंक्ति चार में 'बरवानी', 'खरगाव' शब्दों के स्थान पर 'बडवानी', 'खरगोन' पढ़े।

[फा. सं. 31015/17/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 2nd November, 2001

Corrigendum

S. O. 2960.— In the notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S O 2361 dated the 11th September, 2001 published at page 4903 of the Gazette of India Part II Section 3 Sub-section (ii) dated the 15th September 2001 in line 8, for "Barwani", "Khargaon" read "Badwani", "Khargone"

[No. R-31015/17/98 OR-II]
HARISHKUMAR, Under Secy

नई दिल्ली, 2 नवम्बर, 2001

का. आ. 2961.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई कच्चे तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनो के मवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को यह प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से सलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ,

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ,

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख में जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के मबध में श्री सुनील शर्मा, मक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (मवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानन्द नगर, गाफान्दपुग बार्ड-पाम के निकट, जयपुर (राजस्थान) — 302 018 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : नसीराबाद		जिला : अजमेर	राज्य : राजस्थान		
		क्षेत्रफल			
गाँव का नाम	खसरा सं.	हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
अन्सरी	829	0	00	20	
	831	0	05	53	
	832/2	0	06	76	
	833	0	04	63	
	834/2	0	13	90	
	836	0	03	66	
	838	0	29	45	
बनेवड़ा	32/1	0	06	18	
	32/2	0	12	10	
	35	0	13	96	
	35/1	0	05	51	
	37/1	0	05	69	
	37/2	0	10	59	
	38	0	11	84	
	43/1	0	07	55	
	1399	0	14	73	
	1278	0	01	16	
	1279/1	0	04	09	
	1280	0	03	14	
	1282	0	03	78	
	1285	0	03	36	
	1284	0	03	11	
	1215/1	0	00	20	
	1215/2	0	00	58	
1204	0	13	63		
1213	0	00	20		
1205	0	00	20		

1	2	3	4	5
	1207	0	06	44
	1208	0	04	93
	1209	0	00	20
	1162	0	06	18
	1161	0	07	46
	1167	0	04	36
	946 मिन	0	00	20
	948	0	04	89
	938	0	00	90
	939	0	09	79
	928	0	01	76
	936	0	02	45
	930	0	05	66
	931	0	02	83
	921	0	03	21
	920	0	05	15
	908	0	03	11
	907	0	04	87
	901	0	00	99
	888	0	08	73
	887	0	00	20
	886	0	02	06
	885	0	04	60
	884	0	04	01
	883	0	14	41
	500	0	09	26
	877	0	02	45
	876	0	03	81
	879	0	00	82
	880	0	00	20
	874/1	0	06	51
	873	0	02	27
	873/1	0	03	19

1	2	3	4	5
	871	0	05	38
	872/2	0	00	20
	822	0	01	31
	827	0	08	96
	843/1	0	12	77
	838/3	0	00	37
	839	0	03	41
	840/1	0	06	56
	836	0	00	20
अजवा का बाडिया	104	0	09	05
	103	0	10	55
	101	0	10	81
	100	0	03	71
	138	0	05	21
	139	0	09	01
	149	0	06	41
	148	0	03	86
	150	0	05	83
	146	0	01	43
	145	0	10	36
	215	0	08	38
	230	0	03	34
	229	0	06	46
	228	0	01	81
	227	0	04	19
	224	0	00	20
	225	0	10	91
	222	0	02	82
	221	0	06	44
	220	0	03	82
	428/1	0	08	11
	428/2	0	00	80
	429/2	0	01	78

1	2	3	4	5
	429/1	0	10	16
	513/1	0	17	46
	514	0	00	71
	534/1	0	02	14
	516	0	17	11
	518	0	14	61
	519	0	14	43
	520	0	00	20
	529	0	01	91
	528	0	07	61
	521	0	11	73
	522	0	05	59
	500	0	00	20
बाघसूरी	460	0	06	82
	462	0	02	31
	459	0	03	99
	467	0	07	72
	468	0	07	59
	469	0	06	22
	470	0	06	69
	474	0	03	86
	465	0	01	16
	496	0	07	46
	502/1	0	09	27
धोलादांता (बुबानिया)	118/2	0	22	27
	155	0	05	88
	154	0	00	20
	156	0	08	31
	153	0	00	20
	151	0	00	20
	157	0	05	47
	160	0	02	83
	159	0	05	98

1	2	3	4	5
	161	0	10	58
	162	0	00	75
	604	0	03	99
	605	0	09	27
	607	0	04	99
	611	0	26	91
	614/3142	0	16	43
	614/3145	0	00	94
	614/3143	0	12	87
	581	0	22	53
	579/1	0	16	86
	616	0	16	28
	627	0	00	71
	621	0	02	41
	626	0	12	07
	624	0	07	08
	623	0	09	40
	639	0	06	56
	640	0	05	79
बुबानिया	764/3	0	11	67
	764/2	0	08	69
	3021/1	0	24	58
	3020/2	0	16	55
	3020/3	0	11	70
	3019	0	17	05
	3018	0	10	05
	767	0	05	28
	779	0	07	60
	778	0	02	89
	772	0	07	97
	774	0	01	93
	775	0	03	35
	776	0	06	05

1	2	3	4	5
	777/2	0	04	78
	802	0	00	20
	804	0	04	15
	2282	0	15	16
	2304	0	03	28
	2283/2	0	08	30
	2297	0	06	38
	2284	0	00	25
	2285/2	0	09	40
	2290	0	06	40
	2287	0	02	45
	2288	0	10	94
	2327	0	02	33
	2241	0	01	13
	2240	0	12	19
	2238	0	08	08
	2237	0	00	88
	2219	0	07	70
	2218	0	00	22
	2220	0	07	98
	2207	0	05	15
	2208	0	03	76
	2198	0	00	20
	2201	0	12	03
	2428	0	10	07
	2429	0	01	92
	2430	0	00	20
भोतीपुरा	119	0	13	51
	117	0	04	38
	121	0	00	59
	122	0	07	52
	116	0	02	00
	115	0	11	90

1	2	3	4	5
	108	0	19	76
	107	0	02	20
	106	0	05	60
	105	0	01	80
	101	0	12	18
	142	0	10	24
	144	0	07	06
	143	0	10	88
	146	0	01	54
	179	0	19	54
	171	0	00	20
	181	0	00	89
	213	0	23	52
	291	0	22	81
	290	0	01	78
	304	0	12	39
	317	0	04	19
	318	0	13	72
	322	0	02	49
	323	0	05	96
	324	0	07	38
	325	0	01	72
	327	0	00	24
	437	0	05	58
	429	0	00	20
	428	0	05	26
	406	0	23	21
	404	0	06	67
	403	0	00	79
	397	0	00	31
	396	0	06	15
	409	0	00	20
	410	0	00	29

1	2	3	4	5
	414	0	05	10
	395	0	02	32
	388	0	07	63
	385	0	07	21
चाट	40	0	03	42
	49	0	01	80
	55	0	03	28
	54	0	09	78
	53	0	07	72
	57	0	01	99
	52	0	01	03
	30	0	04	14
	29	0	02	20
	28	0	02	49
	15	0	00	20
	27	0	04	99
	21 मिन	0	06	42
	87	0	03	92
	85	0	09	09
	82	0	09	62
	79	0	02	99
जगपुरा	332	0	08	11
	331	0	13	64
	321	0	01	99
धोलादीता (देरादू)	435	0	02	19
	433	0	00	68
	438	0	08	77
	444	0	05	19
	416	0	08	11
	447	0	06	26
	449	0	00	20
	448	0	01	67
	415	0	07	31

1	2	3	4	5
	455	0	00	25
	457	0	04	05
	465	0	00	20
	458	0	03	02
	464	0	00	71
	459	0	03	08
	460	0	00	78
	462	0	00	20
	461	0	05	53
	588	0	07	11
	602	0	00	20
	814	0	01	20
	752	0	00	39
	813	0	05	04
	812	0	00	88
	810	0	05	15
	802	0	09	72
	804	0	03	09
	803	0	05	08
	788	0	01	11
	785	0	12	11
	783 मिन	0	03	60
	786	0	11	26
देरादू	4110 मिन	0	00	71
	4109 मिन	0	01	85
	4101 मिन	0	09	37
	4100 मिन	0	08	47
	4099	0	09	36
	4098 मिन	0	08	66
	4092	0	03	36
	4091 मिन	0	01	43
	4090	0	07	70
	4088	0	05	25

1	2	3	4	5
	4048	0	09	30
	4046	0	06	16
	4056 मिन	0	00	39
	4045	0	00	47
	4057 मिन	0	02	70
	4059	0	08	75
	4062	0	03	45
	4063	0	00	22
	4067	0	00	63
	4066	0	06	06
	4065	0	04	40
	4069	0	06	89
	4071	0	08	05
	4070	0	00	44
	4429	0	00	20
	4428 मिन	0	02	16
	4426 मिन	0	05	84
	4425 मिन	0	06	16
	3435	0	03	60
	3435 मिन	0	00	20
	3437	0	02	41
	3440	0	00	82
	3438	0	00	20
	3439	0	01	58
	3450	0	04	59
	3449	0	01	31
	3453 मिन	0	04	49
	3454	0	05	67
	3455 मिन	0	08	25
	3459	0	00	20
	3456	0	05	67
	3457	0	07	48
	3245	0	06	07

1	2	3	4	5
	3249	0	00	69
	3248	0	06	21
	3250	0	08	08
	3230	0	03	74
	3251	0	02	82
	3229	0	09	21
	3243	0	05	34
	3244	0	01	83
	3258 मिन	0	14	10
	3261 मिन	0	02	25
	3262 मिन	0	03	60
	3263 मिन	0	03	93
	3264	0	04	12
	3176 मिन	0	19	39
	3175 मिन	0	01	65
	3177	0	15	96
	3178	0	08	26
	3170	0	05	35
	3125	0	19	37
	3124	0	06	18
	3123	0	05	28
	3122	0	08	24
	3127 मिन	0	03	64
	2924 मिन	0	13	90
	2923	0	00	29
	2922 मिन	0	09	11
	2901	0	08	60
	2902	0	08	88
	2903	0	08	11
	2904	0	06	18
	2905	0	06	32
	2915	0	00	31
	2908	0	13	96
	2909	0	06	18
	2911	0	00	20

1	2	3	4	5
	2910	0	05	60
	2861	0	07	27
	2860	0	08	11
	2857	0	06	95
	2813 मिन	0	01	50
	2731	0	04	27
	2730	0	02	92
	2727	0	03	28
	2726	0	05	84
	2725	0	05	38
	2724	0	02	32
	2723 मिन	0	02	45
	2719	0	02	45
	2706	0	00	42
	2707	0	06	71
	2709	0	23	42
	2710	0	07	70
सनोद	3619	0	15	20
	3647	0	12	70
	3646	0	04	55
	3644	0	10	68
	3643	0	13	17
	3638	0	18	69
	3640	0	02	82
	3577	0	17	59
	3575	0	13	26
	3571	0	18	60
	3486	0	20	79
	3487	0	08	90
	3488	0	21	62
	3504	0	08	78
	3503	0	01	23
	3501	0	06	30
	3502	0	04	44
	4602	0	02	90

1	2	3	4	5
	4609	0	01	09
	4611	0	07	08
	4612	0	01	02
	4613	0	03	65
	4626	0	04	96
	4625	0	06	44
	4637	0	17	09
	4584	0	49	73
	4674	0	01	47
	4601	0	04	20
	4704	0	02	25
	4705	0	05	41
	4710	0	00	20
	4709	0	04	83
	4706	0	00	31
	4708	0	04	76
	4714	0	01	10
	4697	0	01	42
रामसर	5069	0	05	58
	5064	0	04	80
	5068	0	03	88
	5065	0	06	04
	5077	0	03	37
	5117	0	11	00
	5117 मिन	0	01	38
	5118	0	10	04
	5122	0	05	45
	5123	0	03	37
	5127	0	18	04
	5333	0	13	14
	5331	0	03	28
	5330	0	03	60
	5202	0	03	57
	5203	0	09	24
	5326 मिन	0	03	72

1	2	3	4	5
	5226	0	01	29
	5227	0	04	89
	5227 मिन	0	03	35
	5238	0	03	68
	5237	0	03	41
	5242	0	00	20
	5243	0	06	44
	5244	0	02	34
	5235	0	04	63
	5260	0	00	20
	5257	0	04	61
	5283	0	05	15
	5259	0	05	28
	7160 मिन	0	00	21
	7016	0	01	81
	7015	0	03	02
	7014	0	03	60
	7009	0	03	28
	7010	0	03	81
	7007	0	01	49
	7006	0	04	93
	7004	0	06	82
	7022 मिन	0	04	38
	7030	0	14	27
	7029	0	00	20
	7024	0	04	88
	7026	0	03	75
	7025	0	01	52
	7348	0	06	31
	7370	0	02	21
	7337	0	00	47
	7373	0	07	98
	7374	0	02	19
	7329	0	02	57
	7379	0	00	20

1	2	3	4	5
	7378	0	09	57
	7377	0	07	72
	7394	0	04	18
	7651	0	06	69
	7307	0	00	64
	7632	0	01	93
	7633	0	05	79
	7630	0	06	82
	7624	0	00	20
	7638	0	01	53
	7621	0	03	47
	7758	0	01	67
	7789	0	00	20
	7790	0	01	95
	7791	0	09	46
	7931	0	13	43
	7935	0	03	38
	7933	0	05	98
	7932	0	03	87
	7921	0	19	84
	7916	0	05	57
	7915	0	04	23
	7914	0	07	64
	7913	0	03	90
	7849/8224	0	05	40
	7879	0	04	14
	7878	0	01	26
	7876	0	03	12
	7875	0	03	48
	7873	0	01	88
	7872	0	04	23
	7854	0	03	97
	7869	0	00	61
	7868	0	05	40
	7856	0	05	86

1	2	3	4	5
	7867	0	00	20
	7866	0	05	88
	7858	0	00	26
	7859	0	06	50
	7860	0	06	60
	1907	0	06	73
	1853	0	19	40
	1851	0	19	93
	1847	0	05	92
	1842	0	04	81
मावशिया	295	0	06	40
	294	0	05	06
	293	0	00	20
	300	0	10	54
	298	0	00	20
	399	0	08	19
	398	0	02	34
	397	0	01	24
	396	0	02	34
	395	0	01	13
	392	0	08	20
	393	0	09	35
	344	0	07	70
	331	0	00	23
	343	0	07	18
	342	0	02	54
	350	0	09	88
	1498	0	02	02
	1499	0	05	36
	1502	0	02	48
	1501	0	03	90
	1504	0	05	23
	1505	0	00	75
	1500	0	04	91
	1507	0	06	34

1	2	3	4	5
	1525	0	10	43
	1524	0	01	20
	1526	0	00	59
	1523	0	08	85
	1527	0	00	84
	1521	0	00	20
	1534	0	06	67
	1533	0	01	05
	1535	0	08	45
	1537	0	05	59
	1539	0	14	09
	1564	0	00	98
	1540	0	00	36
	1563	0	00	31
	1553	0	10	81
	1541	0	00	20
	1552	0	11	25
	1551	0	00	49
	1547	0	06	51
नेपोली	2	0	37	18
सुरजपुरा	362	0	03	48
	363	0	15	21
	431	0	08	91
	429	0	04	10
	433	0	03	38
	448	0	06	11
	447	0	01	04
	399	0	01	51
	452	0	00	20
	398	0	02	52
	455	0	00	94
	457	0	03	60
	456	0	03	80
	458	0	03	64
	459	0	03	55

1	2	3	4	5
	463	0	00	55
	678	0	00	20
	680	0	01	53
	805	0	02	93
	813	0	06	18
	816	0	16	29
	820	0	04	26
	821	0	04	45
	1046	0	01	87
	1043	0	12	22

[फा. सं. 25011/39/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 2nd November, 2001

S. O. 2961.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil ~~from~~ Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam – Chaksu, Chaksu – Panipat and Chaksu – Mathura sections of Salaya – Mathura Pipeline System" ;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification under sub-section (1) of section 3 of the said Act are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Near Gopal Pura Bye-Pass, Jaipur, (Rajasthan)

SCHEDULE

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN	
		Area			
Name of the Village	Khasara No.	Hectare	Are	Sq.mtr.	
1	2	3	4	5	
ANSARI	829	0	00	20	
	831	0	05	53	
	832/2	0	06	76	
	833	0	04	63	
	834/2	0	13	90	
	836	0	03	66	
	838	0	29	45	
	838	0	29	45	
BANEWARA	32/1	0	06	18	
	32/2	0	12	10	
	35	0	13	96	
	35/1	0	05	51	
	37/1	0	05	69	
	37/2	0	10	59	
	38	0	11	84	
	43/1	0	07	55	
	1399	0	14	73	
	1278	0	01	16	
	1279/1	0	04	09	
	1280	0	03	14	
	1282	0	03	78	
	1285	0	03	36	
	1284	0	03	11	
	1215/1	0	00	20	
	1215/2	0	00	58	
	1204	0	13	63	
	1213	0	00	20	
	1205	0	00	20	

1	2	3	4	5
	1207	0	06	44
	1208	0	04	93
	1209	0	00	20
	1162	0	06	18
	1161	0	07	46
	1167	0	04	36
	946 Min	0	00	20
	948	0	04	89
	938	0	00	90
	939	0	09	79
	928	0	01	76
	936	0	02	45
	930	0	05	66
	931	0	02	83
	921	0	03	21
	920	0	05	15
	908	0	03	11
	907	0	04	87
	901	0	00	99
	888	0	08	73
	887	0	00	20
	886	0	02	06
	885	0	04	60
	884	0	04	01
	883	0	14	41
	500	0	09	26
	877	0	02	45
	876	0	03	81
	879	0	00	82
	880	0	00	20
	874/1	0	06	51
	873	0	02	27
	873/1	0	03	19

1	2	3	4	5
	871	0	05	38
	872/2	0	00	20
	822	0	01	31
	827	0	08	96
	843/1	0	12	77
	838/3	0	00	37
	839	0	03	41
	840/1	0	08	56
	836	0	00	20
AJBA-KA-BARIYA	104	0	09	05
	103	0	10	55
	101	0	10	81
	100	0	03	71
	138	0	05	21
	139	0	09	01
	149	0	06	41
	148	0	03	86
	150	0	05	83
	146	0	01	43
	145	0	10	36
	215	0	08	38
	230	0	03	34
	229	0	06	46
	228	0	01	81
	227	0	04	19
	224	0	00	20
	225	0	10	91
	222	0	02	82
	221	0	06	44
	220	0	03	82
	428/1	0	08	11
	428/2	0	00	80
	429/2	0	01	78

1	2	3	4	5
	429/1	0	10	16
	513/1	0	17	46
	514	0	00	71
	534/1	0	02	14
	516	0	17	11
	518	0	14	61
	519	0	14	43
	520	0	00	20
	529	0	01	91
	528	0	07	61
	521	0	11	73
	522	0	05	59
	500	0	00	20
BAGHSURI	460	0	06	82
	462	0	02	31
	459	0	03	99
	467	0	07	72
	468	0	07	59
	469	0	06	22
	470	0	06	69
	474	0	03	86
	465	0	01	16
	496	0	07	46
	502/1	0	09	27
DHOLADANTA (BUBANIYA)	118/2	0	22	27
	155	0	05	88
	154	0	00	20
	156	0	08	31
	153	0	00	20
	151	0	00	20
	157	0	05	47
	160	0	02	83
	159	0	05	98

1	2	3	4	5
	161	0	10	58
	162	0	00	75
	604	0	03	99
	605	0	09	27
	607	0	04	99
	611	0	26	91
	614/3142	0	16	43
	614/3145	0	00	94
	614/3143	0	12	87
	581	0	22	53
	579/1	0	16	86
	616	0	16	28
	627	0	00	71
	621	0	02	41
	626	0	12	07
	624	0	07	08
	623	0	09	40
	639	0	06	56
	640	0	05	79
BUBANIYA	764/3	0	11	67
	764/2	0	08	69
	3021/1	0	24	58
	3020/2	0	16	55
	3020/3	0	11	70
	3019	0	17	05
	3018	0	10	05
	767	0	05	28
	779	0	07	60
	778	0	02	89
	772	0	07	97
	774	0	01	93
	775	0	03	35
	776	0	06	05

1	2	3	4	5
	777/2	0	04	78
	802	0	00	20
	804	0	04	15
	2282	0	15	16
	2304	0	03	28
	2283/2	0	08	30
	2297	0	06	38
	2284	0	00	25
	2285/2	0	09	40
	2290	0	06	40
	2287	0	02	45
	2288	0	10	94
	2327	0	02	33
	2241	0	01	13
	2240	0	12	19
	2238	0	08	08
	2237	0	00	88
	2219	0	07	70
	2218	0	00	22
	2220	0	07	98
	2207	0	05	15
	2208	0	03	76
	2198	0	00	20
	2201	0	12	03
	2428	0	10	07
	2429	0	01	92
	2430	0	00	20
MOTIPURA	119	0	13	51
	117	0	04	38
	121	0	00	59
	122	0	07	52
	116	0	02	00
	115	0	11	90

1	2	3	4	5
	108	0	19	76
	107	0	02	20
	106	0	05	60
	105	0	01	80
	101	0	12	18
	142	0	10	24
	144	0	07	06
	143	0	10	88
	146	0	01	54
	179	0	19	54
	171	0	00	20
	181	0	00	89
	213	0	23	52
	291	0	22	81
	290	0	01	78
	304	0	12	39
	317	0	04	19
	318	0	13	72
	322	0	02	49
	323	0	05	96
	324	0	07	38
	325	0	01	72
	327	0	00	24
	437	0	05	58
	429	0	00	20
	428	0	05	26
	406	0	23	21
	404	0	06	67
	403	0	00	79
	397	0	00	31
	396	0	06	15
	409	0	00	20
	410	0	00	29

1	2	3	4	5
	414	0	05	10
	395	0	02	32
	388	0	07	63
	385	0	07	21
CHAT	40	0	03	42
	49	0	01	80
	55	0	03	28
	54	0	09	78
	53	0	07	72
	57	0	01	99
	52	0	01	03
	30	0	04	14
	29	0	02	20
	28	0	02	49
	15	0	00	20
	27	0	04	99
	21 Min	0	06	42
	87	0	03	92
	85	0	09	09
	82	0	09	62
	79	0	02	99
JAGPURA	332	0	08	11
	331	0	13	64
	321	0	01	99
DHOLADANTA (DERATHOO)	435	0	02	19
	433	0	00	88
	438	0	08	77
	444	0	05	19
	416	0	08	11
	447	0	06	26
	449	0	00	20
	448	0	01	67
	415	0	07	31

1	2	3	4	5
	455	0	00	25
	457	0	04	05
	465	0	00	20
	458	0	03	02
	464	0	00	71
	459	0	03	08
	460	0	00	78
	402	0	00	20
	461	0	05	53
	588	0	07	11
	602	0	00	20
	814	0	01	20
	752	0	00	39
	813	0	05	04
	812	0	00	88
	810	0	05	15
	802	0	09	72
	804	0	03	09
	803	0	05	08
	788	0	01	11
	785	0	12	11
	783 Min	0	03	60
	786	0	11	26
DERATHOO	4110 Min	0	00	71
	4109 Min	0	01	85
	4101 Min	0	09	37
	4100 Min	0	08	47
	4099	0	09	36
	4098 Min	0	08	66
	4092	0	03	36
	4091 Min	0	01	43
	4090	0	07	70
	4088	0	05	25

1	2	3	4	5
	4048	0	09	30
	4046	0	06	16
	4056 Min	0	00	39
	4045	0	00	47
	4057 Min	0	02	70
	4059	0	08	75
	4062	0	03	45
	4063	0	00	22
	4067	0	00	63
	4066	0	06	06
	4065	0	04	40
	4069	0	06	89
	4071	0	08	05
	4070	0	00	44
	4429	0	00	20
	4428 Min	0	02	16
	4426 Min	0	05	84
	4425 Min	0	06	16
	3435	0	03	60
	3435 Min	0	00	20
	3437	0	02	41
	3440	0	00	82
	3438	0	00	20
	3439	0	01	58
	3450	0	04	59
	3449	0	01	31
	3453 Min	0	04	49
	3454	0	05	67
	3455 Min	0	08	25
	3459	0	00	20
	3456	0	05	67
	3457	0	07	48
	3245	0	06	07

1	2	3	4	5
	3249	0	00	69
	3248	0	06	21
	3250	0	08	08
	3230	0	03	74
	3251	0	02	82
	3229	0	09	21
	3228	0	05	34
	3254	0	01	83
	3258 Min	0	14	10
	3261 Min	0	02	25
	3262 Min	0	03	60
	3263 Min	0	03	93
	3264	0	04	12
	3176 Min	0	19	39
	3175 Min	0	01	65
	3177	0	15	96
	3178	0	08	26
	3170	0	05	35
	3125	0	19	37
	3124	0	06	18
	3123	0	05	28
	3122	0	08	24
	3127 Min	0	03	64
	2924 Min	0	13	90
	2923	0	00	29
	2922 Min	0	09	11
	2901	0	08	60
	2902	0	08	88
	2903	0	08	11
	2904	0	06	18
	2905	0	06	32
	2915	0	00	31
	2908	0	13	96
	2909	0	06	18
	2911	0	00	20

1	2	3	4	5
	2910	0	05	60
	2861	0	07	27
	2860	0	08	11
	2857	0	06	95
	2813 Min	0	01	50
	2731	0	04	27
	2730	0	02	92
	2727	0	03	28
	2726	0	05	84
	2725	0	05	38
	2724	0	02	32
	2723 Min	0	02	45
	2719	0	02	45
	2706	0	00	42
	2707	0	06	71
	2709	0	23	42
	2710	0	07	70
SANOD	3619	0	15	20
	3647	0	12	70
	3646	0	04	55
	3644	0	10	68
	3643	0	13	17
	3638	0	18	69
	3640	0	02	82
	3577	0	17	59
	3575	0	13	26
	3571	0	18	60
	3486	0	20	79
	3487	0	08	90
	3488	0	21	62
	3504	0	08	78
	3503	0	01	23
	3501	0	06	30
	3502	0	04	44
	4602	0	02	90

1	2	3	4	5
	4609	0	01	09
	4611	0	07	08
	4612	0	01	02
	4613	0	03	65
	4626	0	04	96
	4625	0	06	44
	4637	0	17	09
	4584	0	49	73
	4674	0	01	47
	4601	0	04	20
	4704	0	02	25
	4705	0	05	41
	4710	0	00	20
	4709	0	04	83
	4706	0	00	31
	4708	0	04	76
	4714	0	01	10
	4697	0	01	42
RAMSAR	5069	0	05	58
	5064	0	04	80
	5068	0	03	88
	5065	0	06	04
	5077	0	03	37
	5117	0	11	00
	5117 Min	0	01	38
	5118	0	10	04
	5122	0	05	45
	5123	0	03	37
	5127	0	18	04
	5333	0	13	14
	5331	0	03	28
	5330	0	03	60
	5202	0	03	57
	5203	0	09	24
	5326 Min	0	03	72

1	2	3	4	5
	5226	0	01	29
	5227	0	04	89
	5227 Min	0	03	35
	5238	0	03	68
	5237	0	03	41
	5242	0	00	20
	5243	0	06	44
	5244	0	02	34
	5235	0	04	63
	5260	0	00	20
	5257	0	04	61
	5263	0	05	15
	5259	0	05	28
	7160 Min	0	00	21
	7016	0	01	81
	7015	0	03	02
	7014	0	03	60
	7009	0	03	28
	7010	0	03	81
	7007	0	01	49
	7006	0	04	93
	7004	0	06	82
	7022 Min	0	04	38
	7030	0	14	27
	7029	0	00	20
	7024	0	04	88
	7026	0	03	75
	7025	0	01	52
	7348	0	06	31
	7370	0	02	21
	7337	0	00	47
	7373	0	07	98
	7374	0	02	19
	7329	0	02	57
	7379	0	00	20

1	2	3	4	5
	7378	0	09	57
	7377	0	07	72
	7394	0	04	18
	7651	0	06	69
	7307	0	00	64
	7632	0	01	93
	7633	0	05	79
	7630	0	06	82
	7624	0	00	20
	7638	0	01	53
	7621	0	03	47
	7758	0	01	67
	7789	0	00	20
	7790	0	01	95
	7791	0	09	46
	7931	0	13	43
	7935	0	03	38
	7933	0	05	98
	7932	0	03	87
	7921	0	19	84
	7916	0	05	57
	7915	0	04	23
	7914	0	07	64
	7913	0	03	90
	7849/8224	0	05	40
	7879	0	04	14
	7878	0	01	26
	7876	0	03	12
	7875	0	03	48
	7873	0	01	88
	7872	0	04	23
	7854	0	03	97
	7869	0	00	61
	7868	0	05	40
	7856	0	05	86

1	2	3	4	5
	7867	0	00	20
	7866	0	05	88
	7858	0	00	26
	7859	0	06	50
	7860	0	06	60
	1907	0	06	73
	1853	0	19	40
	1851	0	19	93
	1847	0	05	92
	1842	0	04	81
Mawshiya	295	0	06	40
	294	0	05	06
	293	0	00	20
	300	0	10	54
	298	0	00	20
	399	0	08	19
	398	0	02	34
	397	0	01	24
	396	0	02	34
	395	0	01	13
	392	0	08	20
	393	0	09	35
	344	0	07	70
	331	0	00	23
	343	0	07	18
	342	0	02	54
	350	0	09	88
	1498	0	02	02
	1499	0	05	36
	1502	0	02	48
	1501	0	03	90
	1504	0	05	23
	1505	0	00	75
	1500	0	04	91
	1507	0	06	34

1	2	3	4	5
	1525	0	10	43
	1524	0	01	20
	1526	0	00	59
	1523	0	08	85
	1527	0	00	84
	1521	0	00	20
	1534	0	06	67
	1533	0	01	05
	1535	0	08	45
	1537	0	05	59
	1539	0	14	09
	1564	0	00	98
	1540	0	00	36
	1563	0	00	31
	1553	0	10	81
	1541	0	00	20
	1552	0	11	25
	1551	0	00	49
	1547	0	06	51
Nepoli	2	0	37	18
Surajpura	362	0	03	48
	363	0	15	21
	431	0	08	91
	429	0	04	10
	433	0	03	38
	448	0	06	11
	447	0	01	04
	399	0	01	51
	452	0	00	20
	398	0	02	52
	455	0	00	94
	457	0	03	60
	456	0	03	80
	458	0	03	64
	459	0	03	55

1	2	3	4	5
	463	0	00	55
	678	0	00	20
	680	0	01	53
	805	0	02	93
	813	0	06	18
	816	0	16	29
	820	0	04	26
	821	0	04	45
	1046	0	01	87
	1043	0	12	22

[No. R-25011/39/2001-OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 2 नवम्बर, 2001

व **का. आ. 2962.**— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई कच्चे तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया—मथुरा पाइपलाइन प्रणाली के विरमगाम—चाकसू, चाकसू—पानीपत व चाकसू—मथुरा सेक्शनो के सर्वेदन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से सलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ,

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ,

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है, उस तारीख से जिसका धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सबंध में श्री सुनील शर्मा, सक्षम प्राधिकारी सलाया—मथुरा पाइपलाइन (सर्वेदन) परियोजना इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानन्द नगर गोपालपुरा बाई—पास, जयपुर, राजस्थान — 302 018 को, लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : पीसांगन		जिला : अजमेर		राज्य : राजस्थान	
गाँव का नाम	खसरा सं.	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर		
1	2	3	4		5
रुदलाई	222/1	0	16		00
	218/1	0	00		20
	218/2	0	00		20
	219	0	10		62
	217 मि.	0	09		98
	217	0	04		28
	216	0	09		71
	216/2	0	12		94
	214/2	0	04		24
	213/2	0	04		15
	212/2	0	04		90
	211	0	13		19
	208/1	0	00		20
	208/2	0	05		31
	207	0	07		72
	204	0	09		62
	203/1	0	04		19
	203/2	0	04		81
	154	0	04		28
	153	0	03		92
	152	0	10		42
	150	0	06		24
	151	0	00		20
	149/2	0	04		30
	149/1	0	02		12
	147	0	06		14
	146	0	06		11
	145	0	00		59
	110	0	03		65
	108/1	0	01		91
	108/2	0	01		96
	107/2	0	04		70
	107/1	0	00		29

1	2	3	4	5
	106/1	0	04	63
	104	0	08	73
	103	0	09	27
	102/2	0	00	20
	97/1	0	07	31
	97/2	0	09	62
	77/7	0	05	08
	77/8	0	06	84
	79	0	01	59
	80/1	0	01	11
	80/2	0	00	94
	81	0	02	21
	82	0	00	20
अमरगढ	509	0	07	57
	510	0	07	62
	529	0	00	20
	511	0	06	47
	512	0	04	44
	513	0	04	04
	514	0	13	71
	515	0	00	20
	525	0	04	89
	518	0	06	31
	519	0	11	52
	523	0	00	52
	520	0	09	84
	521	0	09	52
	437	0	01	42
	432	0	01	72
	438	0	08	19
	431	0	13	00
	430	0	11	90
	423	0	00	20
	424	0	16	18
	416	0	08	75
	419	0	06	37
	160	0	00	64

1	2	3	4	5
	161	0	07	15
	162	0	09	78
	375	0	09	14
	374	0	04	57
	376	0	01	86
	372	0	05	15
	371	0	07	08
	368	0	00	82
	363	0	05	73
	364	0	06	95
	358	0	05	66
	357	0	18	02
	771	0	03	80
	773	0	09	14
	774	0	02	96
	858	0	16	73
	834	0	00	58
	839	0	06	63
	846	0	02	83
	845	0	10	04
	840	0	03	09
	841	0	05	78
	823	0	00	76
	842	0	00	21
लीडी	136	0	01	67
	135	0	05	32
	139	0	05	14
	138	0	00	20
	141	0	04	31
	142	0	04	64
	144	0	02	04
	147	0	00	20
	145	0	00	32
	146	0	03	50
	159	0	00	54

1	2	3	4	5
	157	0	13	91
	156	0	02	96
	162	0	04	17
	219	0	00	51
	229	0	06	18
	228	0	07	08
	227	0	02	51
	226	0	01	29
	234	0	04	31
	235	0	11	24
	236	0	00	20
	435	0	07	94
	434	0	09	04
	453	0	07	66
	431	0	00	20
	456	0	03	02
	455	0	05	21
	461	0	14	22
	464	0	06	37
	465	0	02	32
	477	0	10	94
	478	0	02	51
	503	0	03	09
	557	0	06	56
	558	0	10	68
	559	0	05	12
	560	0	04	68
	565	0	03	73
	561	0	00	47
	564	0	10	81
	571	0	11	38
	572	0	11	31
	580	0	00	90
	574	0	00	39
	575	0	03	41

1	2	3	4	5
	576	0	07	14
	578	0	06	44
	577	0	00	20
	659	0	14	89
	661	0	15	19
	662	0	02	24
	684	0	08	20
	687	0	12	83
	689	0	17	86
	690	0	13	02
	692	0	16	60
	695	0	06	31
	696	0	08	98
	698	0	09	16
	699	0	08	37
	700	0	00	20
	2263	0	09	05
	2262	0	04	67
	2261	0	03	35
	2260	0	07	92
	2266	0	07	34
	2248	0	12	87
	2244	0	08	24
	2237	0	06	82
	2238	0	05	58
	2241	0	00	20
	2240	0	07	01
	3067	0	07	34
	3065	0	05	35
	3070	0	02	09
	3071	0	03	97
	3085	0	07	13
	3125	0	08	47
	3134	0	07	13
	3127	0	01	60

1	2	3	4	5
	3132	0	02	24
	3128	0	04	44
	3131	0	00	44
	3130	0	07	04
	3140	0	10	48
	3141	0	00	20
	3396	0	11	78
	3437	0	05	53
	3416	0	04	89
	3422	0	04	76
	3421	0	07	85
	3598	0	11	26
	3599	0	07	54
	3601	0	00	35
	3602	0	02	32
	3604	0	02	83
	3643	0	22	75
	3709	0	07	27
	3698	0	16	73
	3699	0	19	31
बिड़कध्यावास	5871 मिन	0	19	86
	5869	0	25	74
	5854 मिन	0	14	04
	5842 मिन	0	57	16
	5843 मिन	0	01	99
	5841 मिन	0	26	77

[फा. सं. 25011/40/2001-ओ.आर-I]

एस० चन्द्रशेखर, अवसर सचिव

New Delhi, the 2nd November, 2001

S. O. 2962.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam – Chaksu, Chaksu – Panipat and Chaksu – Mathura sections of Salaya – Mathura Pipeline System" ;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification under sub-section (1) of section 3 are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopal Pura Bye-Pass, Jaipur, (Rajasthan)

SCHEDULE

Tehsil : PISANGAN		District : AJMER		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
RUDLAI	222/1	0	16	00	
	218/1	0	00	20	
	218/2	0	00	20	
	219	0	10	62	
	217MIN	0	09	98	
	217	0	04	28	
	216	0	09	71	
	215/2	0	12	94	
	214/2	0	04	24	
	213/2	0	04	16	
	212/2	0	04	90	
	211	0	13	19	
	208/1	0	00	20	
	208/2	0	06	31	
	207	0	07	72	
	204	0	09	62	
	203/1	0	04	19	
	203/2	0	04	81	
	164	0	04	28	
	163	0	03	92	
	162	0	10	42	
	160	0	06	24	
	161	0	00	20	
	149/2	0	04	30	
	149/1	0	02	12	
	147	0	06	14	
	146	0	06	11	
	145	0	06	69	
	110	0	03	65	
	108/1	0	01	91	
	108/2	0	01	96	
	107/2	0	04	70	
	107/1	0	00	29	

1	2	3	4	5
	106/1	0	04	63
	104	0	08	73
	103	0	09	27
	102/2	0	00	20
	97/1	0	07	31
	97/2	0	09	62
	77/7	0	05	08
	77/8	0	06	84
	79	0	01	59
	80/1	0	01	11
	80/2	0	00	94
	81	0	02	21
	82	0	00	20
AMARGARH	509	0	07	57
	510	0	07	62
	529	0	00	20
	511	0	06	47
	512	0	04	44
	513	0	04	04
	514	0	13	71
	515	0	00	20
	525	0	04	89
	518	0	06	31
	519	0	11	52
	523	0	00	52
	520	0	09	84
	521	0	09	52
	437	0	01	42
	432	0	01	72
	438	0	08	19
	431	0	13	00
	430	0	11	90
	423	0	00	20
	424	0	16	18
	416	0	08	75
	419	0	06	37
	160	0	00	64

1	2	3	4	5
	161	0	07	16
	162	0	09	70
	375	0	09	14
	374	0	04	57
	376	0	01	86
	372	0	06	15
	371	0	07	08
	368	0	00	82
	363	0	05	73
	364	0	06	96
	358	0	05	66
	357	0	18	02
	771	0	03	80
	773	0	09	14
	774	0	02	96
	858	0	16	73
	834	0	00	58
	839	0	06	63
	846	0	02	83
	845	0	10	04
	840	0	03	09
	841	0	05	78
	823	0	00	76
	842	0	00	21
LEEDI	136	0	01	67
	135	0	05	32
	139	0	05	14
	138	0	00	20
	141	0	04	31
	142	0	04	64
	144	0	02	04
	147	0	00	20
	145	0	00	32
	146	0	03	50
	159	0	00	54

1	2	3	4	5
	157	0	13	91
	156	0	02	96
	162	0	04	17
	219	0	00	51
	229	0	06	18
	228	0	07	08
	227	0	02	51
	226	0	01	29
	234	0	04	31
	235	0	11	24
	236	0	00	20
	435	0	07	94
	434	0	09	04
	453	0	07	66
	431	0	00	20
	456	0	03	02
	455	0	05	21
	461	0	14	22
	464	0	06	37
	465	0	02	32
	477	0	10	94
	478	0	02	51
	503	0	03	09
	557	0	06	56
	558	0	10	68
	559	0	05	12
	560	0	04	68
	565	0	03	73
	561	0	00	47
	564	0	10	81
	571	0	11	33
	572	0	11	31
	580	0	00	90
	574	0	00	39
	575	0	03	41

1	2	3	4	5
	576	0	07	14
	578	0	06	44
	577	0	00	20
	659	0	14	89
	661	0	15	19
	662	0	02	24
	684	0	08	20
	687	0	12	83
	689	0	17	86
	690	0	13	02
	692	0	16	60
	695	0	06	31
	696	0	08	98
	698	0	09	16
	699	0	08	37
	700	0	00	20
	2263	0	09	05
	2262	0	04	67
	2261	0	03	35
	2260	0	07	92
	2256	0	07	34
	2248	0	12	87
	2244	0	08	24
	2237	0	06	82
	2238	0	05	58
	2241	0	00	20
	2240	0	07	01
	3067	0	07	34
	3065	0	05	35
	3070	0	02	09
	3071	0	03	97
	3085	0	07	13
	3125	0	08	47
	3134	0	07	13
	3127	0	01	60

1	2	3	4	5
	3132	0	02	24
	3128	0	04	44
	3131	0	00	44
	3130	0	07	04
	3140	0	10	48
	3141	0	00	20
	3396	0	11	78
	3437	0	06	63
	3436	0	04	89
	3422	0	04	76
	3421	0	07	86
	3598	0	11	26
	3599	0	07	64
	3601	0	00	36
	3602	0	02	32
	3604	0	02	83
	3643	0	22	76
	3709	0	07	27
	3698	0	16	73
	3699	0	19	31
BIDAKACHYAWAS	5871 Min	0	19	86
	5869	0	26	74
	5864 Min	0	14	04
	5842 Min	0	57	16
	5843 Min	0	01	99
	5841 Min	Q	26	77

[No. R-25011/40/2001-OR-I]
S CHANDRA SEKHAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 3 अक्टूबर, 2001

का आ 2963—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के सदस्य नियोजको और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट आद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण/अधिकांशालय, नागपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-10-2001 का प्राप्त हुआ था।

[म एल-12012/113/98-आई आर (बी-II)]

सी गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi the 3rd October, 2001

SO 2963—In pursuance of Section 17 of the Industrial Dispute Act 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 01-10-2001

[No L-12012/143/98 IR(B-II)]

C GANGADHARAN Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NAGPUR

PRESENT

Shri B G Saxena, Presiding Officer
Reference No 25/2000
The Regional Manager,
Bank of India

AND

Shri Ravindra Krushnaji Raipure

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act 1947 has referred this dispute for adjudication vide order No L-12012/143/98-IR(B-II) dated 25-02-99/08 03 99 on the following schedule

SCHEDULE

"Whether the action of the Management namely Regional Manager Bank of India Region, Chandrapur terminating Sh Ravindra Krushnaji Raipure, casual Sepoy is legal, proper or just? If not, to what relief the workman is entitled and from which date? What other directions are necessary in the matter?"

Ravindra Krushnaji Raipure has submitted statement of claim at CGIT Jabalpur on 30 03 99. The case was later on transferred to this Court vide order dated 14-02-2000 of Ministry of Labour. The workman submitted application of amendment in the claim on 12-11-99. The copy of the said application of amendment was also again submitted on 15 03 2000

The workman had claimed that he was employed in the year 1989 in the capacity of Sepoy at T P S, Bank of India Durgapur Branch Dist Chandrapur against clear and vacant post of Sepoy. He worked in the above branch upto June 97 i.e. for about 8 years. He had worked for more than 240 days 3326 GI/7001—13

continuously every year and had acquired the status of permanent employee. His service was discontinued from June, 97 without giving him any notice for retrenchment or making any payment or salary for the period of notice pay. No compensation was paid to him under Section 25(F) of I.D. Act. His termination was illegal and he should be reinstated with full backwages.

The management of the Bank of India contested the case and mentioned in their Written Statement dated 29-06-2000 that the workman is not the employee of the Bank. He was not working since 01-04-89 on regular basis. The Bank management admitted that R K Raipure, workman was working at the T P S Durgapur Branch as casual Sepoy intermittently as and when required due to temporary increase in work load or in the absence of Regular Sepoy. He was engaged in Badli Sepoy and was working on casual basis. He is therefore not entitled for any benefit. He did not work for 240 days continuously and was not terminated illegally. The management also denied the termination of the service of workman.

The workman moved application, notice to produce the documents to the management on 07-09-2000. The workman requested that the following documents are in the possession of the management and management can produce them

- (1) Muster Register maintained by the management for the period from January, 1989 to June, 1997
- (2) Payment Register for the period 1989 to June, 1997
- (3) Seniority List if any displayed by the management
- (4) Termination Order issued by the Bank
- (5) Appointment Orders issued to the workman from time to time
- (6) Bipartite Settlement

The management did not submit these documents

From the side of workman the affidavit of workman Ravindra Krushnaji Raipure was submitted on 23-01-2001. He was cross examined by the representative of Bank of India Shri P M Pandit on 27-03-2001

The management submitted the affidavit of Rajnikant M Parekh Manager of T P S Branch of Bank of India. He was cross examined on 08-06-2001

The workman has also submitted the certificate signed by Manager T P S Branch to show that he had worked as Sepoy from 11-04-89 to 04-06-97 and his work was found satisfactory. The Identity Card bearing No 3217. The attendance from 1989 to 1997 and the documents showing his presence recorded in the Attendance Register upto 04-06-1997

Both the parties have submitted their Written Arguments. I have considered the Oral and Written evidence submitted by the parties

It is admitted to the management Bank of India that the workman Ravindra K Raipure was working as casual Sepoy at T P S Durgapur Branch of Bank of India. The Bank had been taking work from the workman due to temporary increase in work load and in the absence of Regular Sepoy. It is also admitted that he was working as Badli Sepoy and was getting payment from the management of Bank of India

In the above circumstances the statement of Rajnikant M Parekh becomes important. This witness in his cross examination on 08-06-2001 stated that the Manager has the authority to call any Casual Labour and make payment to the workman. This payment is reimbursed to the Bank Manager. There is no fixed rate for the payment of wages. The account is maintained by the Bank for this payment in Profit & Loss Register. When the payment is made to any worker for his wages then this payment is made through voucher. On reimbursement voucher the Manager puts his signature. Assistant Manager and Accountant or Manager can also authorise payment

Every payment made to the workman is entered in Profit & Loss Analysis Register. The amount is shown as miscellaneous charges because this is the payment of salary. This witness further changed his statement and stated that the name and the address of the workman or the amount paid to the workman is not mentioned in Profit & Loss Analysis Register. If the payment is made through voucher, the record is kept for every year for this payment. He further said that the payment of wages is made and the number of working days of the workman are remembered orally. The management has no record that how many days this workman had worked in the Bank.

The above statement of the witness Rajnikant M. Parekh who is the Manager of the Bank shows that the management has avoided to disclose that for how many days the workman R. K. Raipure worked in the T.P.S. Durgapur Branch of Bank of India and how much payment was made to him during each year from 1989 to June 1997.

It cannot be believed that if the workman R. K. Raipure had been working in the Bank for about 8 years, no record of his attendance or payment made to him would have been maintained.

It is the duty of the management to maintain the Attendance Register of the workman whether he works on casual basis or as Biddi Worker. No payment can be made to any workman unless his attendance is marked properly or his wages are fixed on duty basis. If the Bank was taking work for about 8 years from this workman then he was entitled to regular pay unless the breaks in the service are shown for a longer time. The record of the breaks given to him should also be maintained.

When the workman asked management to submit the record of his attendance and the payment of salary to him vide his application dated 07.09.2000, the management avoided to submit these documents. The statement of the witness of management that no record has been maintained by the Bank is unbelievable.

In AIR 1968 Supreme Court Page No. 1413 Gopal Krishnan Ketkar versus Mohammed Hafeez and others, it is held by the Hon'ble Supreme Court that if a party is in possession of his best evidence which would throw light on the issue or controversy withholds it—the Court will draw an adverse inference against that party. In the above circumstances the burden of showing that the workman had not worked for more than 240 days continuously in a calendar year in a block of 12 months preceding to the date of his termination rested on the management of the Bank.

The workman is not expected to maintain his Attendance Register or the record of his payment of salary. The workman has also submitted Ruling 2000 II CIR Page No. 603 High Court of Gujarat Surat Mahila Nagarik Sahakari Bank Ltd. versus Mamta Ben Mahendra Bhai Joshi in support of his claim that if a workman has worked for 10 months it will be his continuous service for more than 240 days in a year and can be granted relief of reinstatement.

As I discussed above the statement of Rajnikant M. Parekh shows that the record of the payment is maintained even for more than seven years. In the Written Arguments the workman has mentioned that Bank's Profit & Loss Analysis Book is maintained by the Bank upto 12 years in accordance with the manual of instructions Volume No. II, under chapter old records. In the above circumstances when the workman has claimed that he was working in the Bank as Sepoy since 1989 to June 1997 his termination was illegal. The Bank itself did not submit the record regarding the attendance of the workman and the payment made to him during the above period though the Bank admitted that the workman R. K. Raipure had been working in the capacity of Sepoy at T.P.S. Durgapur Branch of Bank of India Dist. Chandrapur.

In these circumstances and evidence discussed above the action of the management namely Regional Manager Bank of India Region Chandrapur in terminating Shri Ravindra Krishnan Raipure Sepoy is not legal or proper. The termination is unjustified and the workman is directed to be reinstated as Sepoy from June 1997.

ORDER

The action of the management namely Regional Manager Bank of India Region Chandrapur terminating Ravindra Krishnan Raipure Sepoy is not legal or proper. The termination of the workman is unjustified and he should be reinstated in service as Sepoy from June, 1997.

The workman is not entitled to any other relief claimed by him.

The reference is answered accordingly.

Sd/-

B. G. SAXENA, Presiding Officer

Date 7.9.2001

नई दिल्ली, 3 अक्टूबर, 2001

का.अ. 2964—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचण में, केन्द्रिय सरकार इंडियन बैंक के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-10-2001 को प्राप्त हुआ था।

[स.एन-12012/138/95—आई.आर. (बी. II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 3rd October, 2001

SO 2964—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman which was received by the Central Government on 3-10-2001.

[No. L-12012/138/95-IR(B-II)]

C. GANGADHARAN, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT CHENNAI

Tuesday the 28th August 2001

PRESENT

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 401/2001

(Tamil Nadu State Industrial Tribunal ID No. 61/96) (In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri V. Natarajan and the Management of Indian Bank, Chennai.)

BETWEEN

Sri V. Natarajan

I Party/Workman

AND

The Chairman and Managing Director,
Indian Bank H.O.
Chennai

II Party/Management.

APPEARANCE

For the Workman: Ms. T. Aananthi, Advocate

For the Management: M/s. Aiyar and Dolan Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947

(14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/138/95-IR (B-II) dated 26-7-96.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 61/96. When the matter was ending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 401/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-2-2001. On receipt of notice from this Tribunal, counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 7-8-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, and documentary evidence let in on the side of the II Party/Management and upon hearing the arguments of learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Indian Bank, Madras in terminating the services of Shri V. Natarajan, Part time Sweeper with effect from 30-4-1994 is legal and justified? If not, to what relief is the said workman entitled?”

2. The averments in the Claim Statement of the I Party/workman are briefly as follows :—

The I Party/Workman Sri V. Natarajan (herein after referred to as Petitioner) persistently approached the Employment Exchange for sponsoring his name to the office calling for candidates for offering employment. The Employment Exchange in its letter dated 23-10-1978 had stated that the record shows that in the same name a person was working at Indian Bank, Vedaranyam and further it was stated that to register again if he had been terminated.

3. Thereafter, he came to know that one Sri S. Natarajan So Subban of the same area had impersonated by playing fraud. On submitting the true facts before the Manager in his representation dated 28-10-78, he assured of settling right the issue and to give him appointment. The Petitioner had been appointed in 1982 as Sweeper on casual basis by the Bank of Thanjavur, Vedaranyam and he worked till 1989. That Bank of Thanjavur was merged with Indian Bank and the Reserve Bank of India has directed to absorb all the employees of Bank of Thanjavur into permanent employees of Indian bank. Accordingly, all of them are absorbed except the Petitioner under the guise of over age. The Petitioner belongs to Scheduled Caste Community for whom there is no age limit. After the merger into Indian Bank, he had worked from 1992 to 1994 for a total number of 221 days as 10 days in December, 1992, 10 days in January, 12 days in February, 15 days in March, 12 days each in April and May, 14 days in June, 12 days in July, 14 days in August, 13 days in September, 12 days in October, 17 days in November and 13 days in December, 1993. Further he worked 12 days in January, 10 days in February, 13 days in March, 11 days in April and 12 days in May, 1994. As per the reply given by the Employment Exchange, the Petitioner ought to have been appointed permanently, but due to the Respondent's negligence and dereliction of duty the Petitioner has lost his employment opportunity. As the Petitioner has been ousted from service he made repeated requests to the Respondent. He has also made request to the Director, Indian Bank, Chennai and Regional Manager, Indian Bank Kumbakonam. During the enquiry before the Commissioner also, the respondent evaded responsibility by stating that another individual was appointed in his place. Thus, the conciliation was ended in a failure. The act of the Respondent in ousting the Petitioner is liable to be set aside as it is against all the principles of natural justice, fair play, equity and good conscience. It is against the provisions of the Industrial Disputes Act, 1947 and it is also an unfair labour practice. Hence, it

is prayed that an award may be passed holding that the termination is illegal and to reinstate and regularise the service of the Petitioner with effect from the date of the original date of appointment with back wages, service benefits.

4. The averments in the Counter Statement of the II Party/Management was briefly as follows :—

The II Party/Management of Indian Bank, Madras (herein after referred to as Respondent) states that the Petitioner had not worked for 11 years. He worked only for 49 days in the erstwhile Bank of Thanjavur Ltd. during 1978 according to his own savings. Neither before 1978 nor thereafter upto 20-2-1990, the Petitioner has shown any material to substantiate his allegation that he was working as Sweeper in the erstwhile Bank of Thanjavur Ltd. Mr. S. Natarajan's name was sponsored by the Employment Exchange, Nagapattinam along with the list of candidates to Indian Bank, Vedaranyam Branch and he was selected after due interview. He was working as temporary sub-staff for some time and was absorbed into the regular services of the bank on 6-1-83. The selection of Mr. Natarajan was also informed to the Employment Exchange during 1978. In any event, the petitioner is put to strict proof of allegation contained in paras 2 and 3 of his Claim Statement. As on 20-2-90 the Petitioner on his own showing was neither a permanent employee of Bank of Thanjavur Ltd. nor was he working as a casual labourer in leave vacancies of sweepers of Bank of Thanjavur Ltd. So also, neither by 1978 nor before 1978 nor upto 20-2-90 the Petitioner had stated any claim against Bank of Thanjavur Ltd. alleging that they have not given benefit of engagement for 11 years or claiming that his disengagement in 1978 was invalid. As far as the engagement of Sweepers (permanent part-time sweepers) in the Respondent Bank is concerned the Respondent is bound by the directives issued by the Ministry of Finance in letter dated 30-9-78. Part-time sweepers are sub-staff and the employment of such part-time sweepers could only be through Employment Exchange. The Claimant was being engaged on casual basis pending selection of permanent part-time sweepers through Employment Exchange. After selection of Sweeper from the list sponsored by the Employment Exchange, the Respondent have no other option except to disengage the Petitioner from his casual employment. Even according to the Petitioner, he was engaged only for ten days during the year 1992 and 153 days during the year 1993 and for 58 years during 1994 on casual basis. As a casual sweeper he was engaged on day to day basis and he was paid wages for the days on which he was engaged. Therefore, the question of appointing the Petitioner permanently does not arise. The Respondent Bank was never negligent or gives room for complaint of dereliction of duty from any quarters. When the engagement of the Petitioner had been on casual basis, the question of the Petitioner losing employment opportunity in the Respondent Bank does not arise. The Petitioner was engaged on casual day to day basis for few days between December, 1992 and May, 1994. It was made pending selection and appointment of permanent part-time sweepers pursuant to list of persons sponsored by Employment Exchange. Hence, there is no violation of principles of natural justice and the Respondent Bank had followed the directives of Govt. of India in appointing permanent part-time Sweeper at Nagai Road branch. The engagement of permanent part-time Sweeper through Employment Exchange is in accordance with the direction of Hon'ble Supreme Court in the case reported as 1992 II LJI 452. The disengagement of the Petitioner is not in any manner violative of any of the provisions of Industrial Disputes Act nor is there any unfair labour practice. Hence, the claim of the Petitioner may be dismissed.

The Point for my consideration is—

“Whether the Respondent/Indian Bank Management, Madras has terminated the services of Sri V. Natarajan, Part time Sweeper w.e.f. 30-4-1994? If so, is it legal and justified? If not to what relief the said workman is entitled?”

Point :—

This industrial dispute has been raised by the Petitioner Sri V. Natarajan alleging that he was originally working as Sweeper on casual basis in Vedaranyam Branch of Bank of Thanjavur and subsequently the said Bank was merged with

Indian Bank, though all the employees of Bank of Thanjavur were absorbed into permanent employees of Indian Bank, he was not absorbed under the guise of over age. He had further alleged that he had worked from 1992 to 1994 for a total number of 221 days, but he was ousted from service. In the Claim Statement, the Petitioner has not stated that as on what date he was ousted from service as part-time sweeper by the Management of Indian Bank, Madras. Though it is stated in the Schedule of Reference in the order of Ministry of Labour as an Industrial Dispute to be adjudicated by this Tribunal, nowhere in the Claim Statement the petitioner has averred that he was terminated from service by the Management of Indian Bank, Madras as part-time Sweeper with effect from 30-4-1994. He himself has stated in his Claim Statement that he had worked lastly for 12 days in May, 1994. Ex. M1 is the xerox copy of the letter dated 25-9-1983 sent by the Petitioner to the General Manager, Indian Bank, Chennai. In that letter he requested the Bank to provide him employment as a Class IV employee in the Respondent Bank Branch proposed to be opened at Vayumedu in Vedaranyam palace. Ex. M2 is another letter dated 27-8-92 sent by the Petitioner to the Managing Director, Indian Bank, Chennai. In that Ex. M2 (xerox copy) he has again asked for an employment in the proposed Indian Bank Branch at Vayumedu. The Petitioner has not chosen to file any documents in support of his version in the Claim Statement that he made repeated requests to the Respondent Indian Bank for an employment. Though he has stated in the Claim Statement that he has been ousted from service, he has not specifically stated as on what date he was ousted from service. The Petitioner has not let in any oral evidence or documentary evidence in support of his claim in this case. It is his version in the Claim Statement that when all the employees of Bank of Thanjavur Ltd. was absorbed by the Indian Bank as its permanent employees at the time of merger, he was now absorbed under the guise of over age and that there is no age limit since he belongs to Schedule Caste community. In the Counter Statement it is stated that as on 20-2-1990, the Claimant was neither a permanent employee of Bank of Thanjavur Ltd. nor was he working as a casual labourer in leave vacancies of Sweepers of Bank of Thanjavur Ltd. This specific contention of the Respondent Bank has not been denied or disproved by any acceptable substantial evidence by the Petitioner. It is the case of the Respondent in the Counter Statement that the Petitioner was engaged on day to day basis as a casual sweeper and he was paid wages for the days on which he was engaged and that the question of appointing the Petitioner permanently does not arise. It is further alleged that the Respondent Bank had followed the directives of Government of India in appointing permanent part-time sweeper at Nagai Road Branch and that the engagement of permanent part-time sweeper through Employment Exchange is in accordance with the direction of the Supreme Court in a decided case. These averments in the Counter Statement have not been disputed or denied by the Petitioner. Ex. M3 is the xerox copy of the Scheme of Amalgamation of Bank of Thanjavur Ltd. with Indian Bank. It is dated 19-2-90. As per this scheme, the amalgamation took place on 20-2-90. Further the Respondent has filed a xerox copy of the Govt. of India guidelines dated 30-9-78 for engagement through Employment Exchange as Ex. M5. So from the documents filed on the side of the Respondent Bank Management as Ex. M1 to M6, it is seen the Respondent Bank Management has not violated any principles of natural justice in disengaging the Petitioner for part-time sweeper of the bank branch. Ex. M6 is the xerox copy of the circular issued by the Indian Bank Management to all its branches with regard to engagement of persons during the leave vacancies of sub-staff as instructions. So from all these available materials on either side in this case, it is seen that when Bank of Thanjavur Ltd. was merged with Indian Bank on 20-2-90, the Petitioner was not at all in employment of that bank and when he was employed by the Bank of Thanjavur Ltd. he was engaged as a casual labourer on day to day basis and he worked in Indian Bank also as a casual labourer. In no one year he worked for 240 days, nor he was a regular appointee of Bank of Thanjavur Ltd., when employees of Bank of Thanjavur Ltd. was absorbed into the services of the Indian Bank on merger. As per the instructions given by the Govt. of India under Ex. M5 all employment must be through Employment Exchange only. The Petitioner Sri V. Natarajan was not shown to have sponsored by Employment Exchange. As per the instructions to all the Branches by the Respondent Indian Bank Management under Ex. M2 educational qualification of sub-staff is minimum pass of 5th Std. and maximum pass of VII Std. From Ex. M4 it is seen that the qualification of

the Petitioner is X Std., so he is over-qualified, as represented by the learned counsel for the Respondent. So he is not eligible for appointment by the Respondent Bank. Further in the Claim Statement itself, the Petitioner himself has admitted that he is over-aged. There is no averment in the Claim Statement that the Petitioner was terminated from service by the Respondent Bank w.e.f. 30-4-94. No order to that effect also was said to have been passed by the Respondent Management. So from all these things, it is seen that the Petitioner cannot get any relief as prayed for in his Claim Statement, as there was no action of the Management of Indian Bank, Madras, as termination of services of Sri V. Natarajan Part-time Sweeper w.e.f. 30-4-94. Hence, there is no question of deciding the same as legal and justified. Thus, the point is answered accordingly.

6. In the result an award is passed holding that there was no action of the Management as alleged termination of services of Sri V. Natarajan, Part-time Sweeper w.e.f. 30-4-94. Hence, it cannot be held that one such alleged action is not legal or otherwise and justified or not. Hence, the concerned workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him and corrected and pronounced by me in the open Court on this day the 28th August, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party/Workman : Nil.

For the II Party/Management :

Ex. No. Date Description

- M1 25-9-92 Xerox copy of the Petitioner's letter to the Management.
- M2 27-9-92 Xerox copy of the Petitioner's letter to the Management.
- M3 19-2-90 Xerox copy of the Notification in respect of Scheme for Amalgamation of Bank of Thanjavur with the Respondent Bank.
- M4 17-7-78 Xerox copy of the letter of Respondent Bank Branch Office to Regional Office.
- M5 30-9-78 Xerox copy of the Govt. of India guidelines for engagement through employment exchange.
- M6 04-03-83 Xerox copy of the norms relating to the Engagement of sub-staff issued by the Management.

Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.आ. 2965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यापलय नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-10-01 को प्राप्त हुआ था।

[सं. एन-12012/88/97-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd October, 2001

S.O. 2965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the

annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 01-10-2001.

[No. L-12012 88 97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

SHRI B. G. SAXENA, PRESIDING
OFFICER

REFERENCE NO. CGIT 16/2000
BANK OF INDIA VERSUS SHRI
RAJABHAU MARATRAO KURVE

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-12012/88/97/IR(B-II) dated 20/24-4-11-97 on the following schedule.

SCHEDULE

“Whether the action of the management of Bank of India, Zonal Office, Nagpur in terminating the services of Shri Rajabhau Maratrao Kurve, a Casual Sepoy, w.e.f. Nov. 93 is legal and justified ? If not, to what relief the workman is entitled ?”

Sh. Rajabhau Maratrao Kurbe has submitted his statement of claim that he was employed as Sepoy in Class-IV Category in Bank of India since 1985. Initially he was appointed as Badli Sepoy and later on he was appointed as Part-time Sepoy on permanent basis. His name for Badli Sepoy/Sweeper was forwarded through Employment Exchange, Nagpur and he was selected after interview. The Interview Committee on 22-11-86 decided to empanel him as Badli Sepoy. It is further alleged by him that on 02-05-91 his name was recommended to absorb him as Part-time Sepoy to work for 19 hours a week on half scale wages at Butibori Branch of Bank of India.

He says that his service was illegally terminated from November, 93 without giving him any retrenchment compensation under Section 25(F) of I. D. Act. His termination was illegal and he therefore should be re-instated with backwages. On 20-04-2000 R. M. Kurve moved application that vide order No. NZO/PERS/SDD/582 dated 02-05-91, the Zonal Manager, Nagpur had recommended his name for appointment as Part-time Sepoy. After his termination two persons have been appointed as there was vacancy for regular appointment. The management in their statement stated that R. M. Kurve was appointed on Casual Basis whenever any sub-staff had gone on leave or in the absence of the sub-staff. He has not worked continuously for 240 days in a year. The management admitted that Zonal Office vide letter dated 02-05-91 had informed Manager, Khat Branch to absorb R. M. Kurve to work as Part-time Sepoy at Butibori Branch. This letter was internal communication between the two Branches to absorb him. It is also alleged that at the time of appointment R. M. Kurve has passed Class XI where as the qualification for appointment is Secondary School Examination not Higher than Matriculation. As his qualification was more than Class-X, he could not be appointed as Sepoy. His higher qualification is therefore a disqualification.

From the side of the workman the statement of Rajabhau Maratrao Kurve was recorded on 20-02-01. From the side of the management the statement of Shri Gopal, an Officer of Bank of India was recorded on 12-06-01.

Both the parties have submitted documents. The representative of the management of Bank of India and the workman have also submitted their Written Arguments. The parties did not argue the case orally.

I have considered the entire Oral and Documentary evidence on record and the Written Arguments submitted by the parties.

It is admitted to the management that the name of the workman Rajabhau Maratrao Kurve was recommended through Employment Exchange and he was appointed as Badli Sepoy after interview dated 22-11-86. It is therefore clear that workman had the required qualification for appointment of Badli Sepoy on 22-11-86. The workman in his statement dated 20-02-01 has stated that after his appointment he was drawing his regular

salary from 1990 to 1993. He had passed Class-X in 1982. In the year 1984 he had failed in 12th Standard. In cross examination he has therefore clearly stated that he was drawing his salary from the Bank from 1990 to 1993.

The management's witness Shri Gopal, son of Rajaram Dekete has also stated in cross examination that the pay of the workman was deposited in his account. His statement further shows that no Attendance Register is maintained by the Bank for Badli Sepoy. It was the duty of the management to maintain Attendance Register because without maintaining proper Attendance Register the salary cannot be paid even to a workman who are appointed on Part-time basis. This witness does not say that how much salary or daily-wages was being paid to the workman. The statement of the management's witness, Shri Gopal therefore shows that the management has been concealing the record of attendance of the workman. If no Attendance Register was maintained for any year from 1986 to 1993 how the management says that the workman has not worked for more than 240 days in any calendar year or in block of 12 months. The statement of Shri Gopal is therefore not reliable.

Moreover the workman has submitted copy of application dated 15-11-88 of Zonal Manager containing the brief of an agreement dated 10-02-88 between the representative of the Federation of the Bank of India Staff Union and representatives of management of Bank of India regarding absorption of Badli Sepoy. In this settlement, it was decided that if the required number of Badli Sepoy who have completed more than 240 days as on 01-02-88 is not available, such vacancies will be filled in by absorbing Badli Sepoy from the respective approved Centre wise Panels who have not completed 240 Badli working days in a block of 12 months or in a calendar year. On the basis of this agreement also the workman Shri R. M. Kurve should have been absorbed in the service of the Bank of India as he was working from 1986 even if he had not completed 240 days and this process of absorption should have been completed by 30-06-88.

The above letter dated 15-11-88 of Zonal Manager also shows that as per above understanding between Federation of Bank of India Staff Union and Management of Bank

of India the Badli Sepoy were to be absorbed in a phased manner against future vacancies that may arise on account of wastages, retirement resignation etc. and promotion and requirement of sub-staff in respect of opening new Branches.

The letter No. NZO PERS/SDD/582 dated 02-05-91 of Zonal Manager, Nagpur to Manager, Khat Branch also shows that the management had decided to absorb R. M. Kurve, Sepoy at Butibori Branch. This letter also shows that the workman had been working regularly from 1986 and his work was satisfactory due to which the Zonal Manager, Nagpur had recommended his name for appointment as Sepoy. In these circumstances the workman was eligible for permanent appointment as Sepoy in the Bank of India at any Branch where the vacancy existed. In the above circumstances there was no justification for terminating the services of R. M. Kurve, Sepoy from November, 93.

The argument of Management that the workman had passed Class-XI and was having higher qualification than Class-X is meaningless. Class-XI is not a complete course of intermediate or Twelfth Standard. On this ground the service of the workman cannot be terminated. Higher qualification is not a disqualification for any appointment. Only the minimum qualifications have been prescribed for appointment.

The management also did not explain the appointment of Jitendra Madavi and Shri Ukey, who are alleged to have been appointed subsequently after the termination of the workman. In view of the above circumstances and evidence on record the action of the management of Bank of India, Zonal Office, Nagpur in terminating the service of Rajabhau Maratrao Kurve, Sepoy from November, 1993 is not legal and justified and he should be reinstated.

ORDER

The action of the management of Bank of India, Zonal Office, Nagpur in terminating the service of Rajabhau Maratrao Kurve, Sepoy w.e.f. November, 1993 is not legal and justified. He is directed to be reinstated on the post of Sepoy from the date of his termination.

The workman is not entitled to any other relief.

The reference is answered accordingly.

Dated : 4-9-2001.

B. G. SAXENA Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2001

का.आ. 2966—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिन्ध बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवादों में औद्योगिक अधिकरण, बीकानेर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-10-2001 को प्राप्त हुआ था।

[स एल-12012/297/97-ग्राई आर (बी-II)]

सी गंगाधरण, अवसर सचिव

New Delhi, the 4th October, 2001

S.O. 2966.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bikaner as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 3-10-2001.

[No. L-12012/297/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

अनुबन्ध

औद्योगिक विवाद अधिकरण, बीकानेर

नं.मु. केन्द्रीय औद्योगिक विवाद मध्या 3 सन् 1998
विनोद कुमार पुत्र राजकुमार जाति धानक, माफत श्री दुर्गा काटन जिनग एण्ड प्रेमिग फ़ैक्टरी पदमपुर जिला श्री गंगा नगर

प्रार्थी/श्रमिक

विरुद्ध

ब्राच मैनेजर, पंजाब एण्ड सिन्ध बैंक, ब्राच गन्नेवाला जिला श्री गंगानगर

—प्रार्थी/नियोजक

प्रसंग अन्तर्गत धारा 10(1)(छ), औद्योगिक विवाद अधिनियम, 1947

व्याख्या—श्री के. एल. माथुर, आर एच जे.एम.

उपस्थित —

1 श्री जयवीर सिंह यादव, आध्वक्षता प्रतिनिधि प्रार्थी, श्रमिक के लिए।

2 श्री हरेश्वर कुमार गठोवाल प्रार्थी/नियोजक, प्रार्थी/नियोजक के लिए।

अवधिगत दिनांक 29 जन, 2001

श्रम विभाग, भारत सरकार ने औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे चर्चा के लिये अधिनियम कहा जाएगा) की धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन जारी अधिलेखन क्रमांक 12012/297/97 दिनांक 26 फरवरी, 1998 के द्वारा त्रैषित इस प्रसंग के सम्बन्धित विवाद अधिविनिर्णयार्थ इस अधिकरण में भेजा था।

“Whether the action of the management of Punjab & Sind Bank in terminating the services of the workman Sh. Vinod Kumar w.e.f. 7-6-95 is legal and justified as he has not paid notice pay in lieu of notice of one month and retrenchment compensation after employing him continuously w.e.f. 5-2-94 to 6-6-95 in violation of Sec. 25 F of I.D. Act, 1947 and employed junior workman Sh. Sukhdev Singh without giving him any opportunity of employment in violation of Sec. 25-H of the I.D. Act, 1947? If not, to what relief the said workman is entitled and from which date?”

2. प्रसंग प्राप्त होने पर पक्षकों के द्वारा प्रस्तुत-आने लिखित अभिवचन प्रस्तुत किए गए।

3. प्रार्थी विनोद कुमार (जिसे आगे चर्चा के लिये प्रार्थी कहा जाएगा) द्वारा प्रस्तुत केम विवरण में अतिरिक्त तथ्य संक्षेप में इस प्रकार में है कि प्रार्थी की नियुक्ति अप्रार्थी संस्थान में तत्समय पंजाबी व्यवसाय दैनिक त्रेषित भोगी चतुर्थ श्रेणी श्रमिक के रिक्त व स्वीकृत पद पर दिनांक 5-1-94 को की गयी थी, उसका परम्परागत पंजाब एंड सिन्ध बैंक गान्वा गन्नेवाला में हुआ था तत्पश्चात् अप्रार्थी के निर्देशानुसार नियुक्ति के पश्चात् जिला नियोजन कार्यालय में प्रार्थी का नाम पंजीकृत करवाया जिसका पंजीयन नं. 3821/94 है, अप्रार्थी ने उस बैंक में 9-30 बजे उपस्थित होते क, ज्वानी आदेश दे रखा था और वह अप्रार्थी के आदेशानुसार पंजाब 9-30 में सारा 5 बजे तक पूरे दिन बैंक में कार्य करना था और जब तबान स्टॉफ ड्यूटी पूरी करके बैंक से बाहर आ जाता था उसके पश्चात् ही प्रार्थी का शाखा प्रबन्धक जाने देते। इस प्रकार उपरोक्त बिना किसी व्यवधान के निरन्तर 6-6-95 तक ड्यूटी दी है, प्रार्थी ने किसी को भी शिकायत का मौका नहीं दिया और अप्रार्थी व बैंक के अन्तर्गामी कर्मचारी प्रार्थी के कार्य में खुश थे जिन्होंने आधार पर सभी ने प्रार्थी को नौकरी पर रखने के लिये दवाव दिया था, सब यह जानते थे कि प्रार्थी के पिता हार्ट के मरीज थे, स्थानीय नियुक्ति हेतु प्रार्थी स्वयं के घर भी कई बार अप्रार्थी ने आकर कहा था कि हैड ऑफिस को निवा है रजिस्ट्रि

प्राप्त हो कान हो जावे। और म्याड निरुपिन मिल जायेगी लगन व मेहनत में काम करने रहो, इसी विचार के सहारे प्रार्थी पूरा दिन बैंक में मेहनत में काम करना और महीने में 7-8 दिन छुट्टियों में भी उसी पुराना जकार बैंक की सफ-सफाई तथा रिफार्ड का सम्भावित रखने जैसे कार्य करवाये जाते थे, उसका मर्यादा स्वरूप एनर्ज कर्तव्य परायण का था, उसने प्रतिदिन 5-1-1991 से 6-6-95 तक 9.30 बजे से 5-6 बजे तक बैंक में दैनिक ड्यूटी दी है, वह बैंक की डाक लाने-ले जाते, कागजान स्टॉफ के बताये अनुसार एक मेज से दूसरे मेज पर पहुँचाने, पानी भरने तथा स्टॉफ का पानी पिलाने के अलावा बाजार में बताने आभार सामान खरीद कर लाने, चाय-पानी के व्यवस्था करने आदि सभी कार्य उसमें लिये जाते रहे, इस अवधि में उसी 240 दिन में अधिक अवधि तक ड्यूटी दी है फिर भी प्रार्थी को अचानक 7-6-95 का अचानक हटा दिया जबकि उस समय बैंक में चतुर्थ श्रेणी कर्मचारी का पद रिक्त था और कार्य भी वही प्रकृति का है जो माना नहीं हुआ है, प्रार्थी जिस कार्य का करता था उसी कार्य का कराने के लिये अप्रार्थी ने नये कानून का निर्माण कर लिया, पर लूटने पर आफिस में बाहर निकाल दिया और कहा कि आयादा नोकरी के मामले में कोई बात करने से मना कर दिया, प्रार्थी दस पर भी कोई सुनवाई नहीं की गयी। अधिनियम के प्रावधान के तहत प्रार्थी श्रमिक की परिभाषा में आता है परन्तु अप्रार्थी ने सेवा पृथक् करने में पूर्व न तो एक माह का नोटिस दिया और नोटिस के बढते वेतन भी नहीं और किना प्रकार का मुआवजा नहीं दिया अप्रार्थी ने अधिनियम की धारा 25-एफ को पूर्ण रूप से उल्लंघन को है और अनचित रूप से 7-6-95 का मौखिक आदेश के द्वारा सेवा में स्थगित कर दिया जो छटना है और छटनी के निदान की भी अवहेलना की है। अधिनियम की धारा 25-एफ, जो, एच की भी अवहेलना की है, अप्रार्थी ने प्रार्थी को हटाने नये अर्थकार मुन्वरेव सिंह नामक व्यक्ति का बैंक में नियोजित कर लिया, बैंक निदेशों व श्रम कानून की पालना में प्रार्थी के मान में प्रार्थी श्रमिक को वरिष्ठता सूची प्रकाशित नहीं की गयी, उसका मौखिक आदेश में हटा देने के बाद भी वह कई दिनों तक कार्य स्थल बैंक के संरक्षित स्थित होता रहा और नतीज पर पुनः लगाने को प्रार्थी कर रहा और फिर भी उसे कार्य पर नहीं लिया तो उसने अपना विवाद न्यायालय आया अप्रार्थी (केन्द्रीय) जयपुर में संक्षेप रखे जहाँ भारतीय न्यायाधीश के दारान अप्रार्थी के प्रतिनिधि ने काम पर लाने में इंकार कर दिया था, प्रार्थी व अप्रार्थी के सम्बन्ध मालिक व नोकर के है। प्रार्थी सेवामुक्ति की दिनांक में वेरिफाईर है अर्थात् नोकरी पान की कोशिश की परन्तु नौकरी नहीं मिली, प्रार्थी का पार्श्व परिवार उदात्त है प्रार्थी का पूरा परिवार सम्पत्ति है और पिताजी कपडा मिठाई का कार्य करते है अप्रार्थी द्वारा दिये गये पत्राचार का छाया प्रतिमा सम्पन्न करते हुए वह भी अकित किया है कि अप्रार्थी को यह कहना पलन है कि प्रार्थी में दो-दो घण्टा दैनिक अशकालीन रूप में मान लिया गया है,

प्रार्थी ने दैनिक 9 म 5-6 बजे तक ड्यूटी दी है तथा 900/- रु माहवारी व 35/- रु की दैनिक दर में भुगतान किया है, सेवा से हटान के बाद का ग्रेप राशि जल्दी देने का आश्वासन दिया था। जो में 7-6-95 का मौखिक आदेश से की गई अपनी सेवामुक्ति को अपना करने व सभी देय लाभ सहित पुनः बहाल करने की प्रार्थना की गयी है।

4 अप्रार्थी पञ्च एड सिव बैंक द्वारा प्रस्तुत जवाब में क्लेम के तथ्यों को अस्वीकार करते हुए यह अकित किया है कि प्रार्थी मात्र एक घण्टे के लिये सफाई का काम करने के लिये फेरी पर आता था और इसके पश्चात् वह अपनी इच्छानुसार अन्यत्र काम करता था एवम् अप्रार्थी बैंक का उसके कार्य करने व कार्य पर उपस्थित होने के लिये कोई नियंत्रण नहीं था अतः प्रार्थी व अप्रार्थी के मध्य श्रमिक व नियोजक का सम्बन्ध नहीं था, प्रार्थी को बैंक के किसी अधिकारी द्वारा काम पर आने में मना नहीं किया अपितु स्वयं उसने ही अतः बंद हो दिया था। उसका यह विवाद औद्योगिक विवाद नहीं है। प्रार्थी अशकालीन रूप में मात्र एक घण्टे सफाई का कार्य करने के लिये अपनी सुविधानुसार आता था, अस्याई रूप में काम करने को पार्श्व के आधार पर प्रार्थी व क्लेम पञ्च करण योग्य है। प्रार्थी को उसकी सहमति के आधार पर बैंक द्वारा मात्र 1745/- रु. प्रति माह दिया जाता था। अप्रार्थी बैंक को उसकी उपस्थिति निश्चित करने का या ऐसा नहीं होने पर उसके विरुद्ध कोई कार्यवाही भी करने का अधिकार नहीं था, उसके कार्य पर बैंक का कोई प्रशासनिक अथवा अनुशासनिक नियंत्रण नहीं था प्रार्थी को अशकालीन सफाई कर्मचारी के रूप में अस्याई तौर पर रखा था और उसने स्वयं ही कार्य पर आना बंद कर दिया था। प्रार्थी अधिनियम के तहत कोई राहत प्राप्त करने का अधिकारी नहीं है। प्रार्थी का क्लेम पूर्णतः निराधार, भ्रामक व असत्य है। प्रार्थी को अप्रार्थी बैंक के किसी अधिकारी ने काम पर आने में मना नहीं किया था और ना ही उसकी सेवामुक्ति की थी। वह श्रमिक की परिभाषा में नहीं आता है अतः वह कोई मुआवजा पाने का अधिकारी नहीं है। प्रार्थी ने स्वयं ही काम पर आना बंद कर दिया तो वह छटनी की परिभाषा में नहीं आती है। अप्रार्थी बैंक ने अधिनियम की धारा 25-एफ जी या अन्य किसी प्रावधान का उल्लंघन नहीं किया। प्रार्थी एक मात्र अशकालीन कर्मी था जो मात्र एक घण्टे के लिये आता था और स्वयं छोड़ गया। इसलिए वरिष्ठता सूची बनाने का प्रश्न ही नहीं था। अन्य सभी तथ्यों को अस्वीकार करते हुए यह भी अकित किया है कि जब सेवामुक्ति ही नहीं की तो अरिपत्र या जाच करने का कोई प्रश्न नहीं था। अप्रार्थी की जानकारी के अनुसार प्रार्थी पूर्व की भाँति अन्यत्र कार्य कर रहा है। अतः उसका स्टेटमेंट ऑफ क्लेम मिथ्या व भ्रामक बतलात हुए खारिज करने की प्रार्थना की गयी है।

5 सध्य में प्रार्थी विनोद कुमार ने अपना स्वयं का शपथपत्र दिया है जिसके खण्डन में अप्रार्थी पक्ष की ओर से

जोगिन्द्रपालसिंह ने गणपत पत्र पेश किया है दोनों पक्षों में एक-दूसरे पक्ष के सक्षी से जिरह की है और प्रत्येकीय सक्षी भी पेश की है।

6. बहस सुनी गयी और पत्रावली का अवलोकन किया गया। हमारे सक्षी लंबित इस प्रसंग के निस्तरण के लिये प्रमुख रूप से विचारणीय प्रश्न यही है कि क्या प्रार्थी विनोद कुमार जिसका सेवाकाल 5-1-94 से 6-6-95 तक था की सेवायें प्रबन्धन पंजाब एंड सिंध बैंक द्वारा एक माह का नोटिस या नोटिस वेतन एवं छटनी का मुआवजा दिये बिना 7-6-95 को समाप्त करता एवम् पुनः नियोजन का अवसर नहीं देकर प्रार्थी से कनिष्ठ कर्मकार सुखदेवसिंह को नियुक्त देने का कार्य उचित एवम् बंध था? यदि नहीं तो श्रमिक किस तिथि से क्या राहत पाने का अधिकारी है।

इस बिन्दु को सिद्ध करने का भार प्रार्थी पक्ष पर था। इस सम्बन्ध में प्रार्थी विनोद कुमार ने अपने शपथ पत्र में क्लेम के तथ्य को दोहराते हुए अंकित किया कि उनकी नियुक्ति अप्रार्थी संस्थान में चतुर्थ श्रेणी चपरासी के स्थाई स्वीकृत व रिक्त पद पर 5-1-94 को मासिक वेतन पर की गयी थी। उसकी नियुक्ति व पद स्थापना रतौवाला में हुई थी। प्रार्थी ने 6-6-95 तक बिना व्यवधान के सेवायें दी हैं तथा जिला नियोजन कार्यालय का पंजीयन प्रदर्श डब्ल्यू. 1 है। प्रार्थी 5-1-94 से 6-6-95 तक प्रतिदिन 9.30 बजे अप्रार्थी के आदेशानुसार बैंक में उपस्थित होता, स्टाफ की भांति पूरे दिन ड्यूटी देता और शांति को 5 बजे ड्यूटी समाप्त होती थी। प्रार्थी की उपस्थिति रजिस्टर में अंकित की जाती थी और उसको वेतन का भुगतान किया जाता था। उपस्थिति बाबत अप्रार्थी द्वारा दिया गया प्रमाण-पत्र प्रदर्श डब्ल्यू. 2 है जिसके अनुसार प्रार्थी ने 240 दिन से अधिक सेवायें दी हैं। मेरे कार्य पर अप्रार्थी का पूर्ण रूप से अनुशासनिक व प्रशासनिक नियंत्रण था मैं अंशकालीन कर्मचारी नहीं था। दिनांक 7-6-95 को अप्रार्थी ने मुझे मौखिक आदेश से सेवा से पृथक् कर दिया था और नये कर्मचारी सुखदेवसिंह को मेरी जगह ड्यूटी पर लिया था और मुझे कहा कि बैंक की तुम्हारी सेवाओं की जरूरत नहीं है। मुझमें कनिष्ठ और बाद में नियुक्त श्रमिक अभी भी कार्यरत है। मैं संग्रामविहारी के बाद भी अप्रार्थी बैंक में ड्यूटी समय 9 बजे उपस्थित होता रहा लेकिन मुझे कार्य पर नहीं लिया तब मैंने सहायक श्रम आयुक्त भारत सरकार जयपुर को सेवामुक्ति का विवाद प्रेषित किया जहां से असफल वार्ता प्रतिवेदन भेजा गया। मेरे पिताजी हृदय रोग के मरीज हैं उनकी कमाई से घर चलता है और मुझे नियोजित करने का मैंने निवेदन किया है और स्टाफ द्वारा अप्रार्थी पर दवाव दिया गया कि दूसरी शाखाओं में कर्मचारी स्थाई दिये गये हैं परन्तु मुझे स्थाई कारण का लाभ नहीं देकर सेवा से हटा दिया गया। इसमें मेरे पिता की विल का दौरा पड़ा और उनकी मृत्यु हो गयी। अप्रार्थी ने विश्वास दिलाया था कि स्वीकृति भेजी है आते ही तुम्हें नियुक्त कर देंगे। मैंने बैंक में सफाई से लेकर पानी पिलाने, डाक ले जाने, कागजात को एक मेज से दूसरी मेज तक

पहुँचाने का भी कार्य किया है। अप्रार्थी का कार्य स्थाई प्रकृति का है जो समाप्त नहीं हुआ है और मुझे हटाकर नये कर्मकार से काम लिया जा रहा है। मुझे सेवा से पृथक् करने से पूर्व न तो एक माह का नोटिस दिया और न एक माह का अग्रिम वेतन दिया और किसी प्रकार का छटनी मुआवजा भी नहीं दिया। छटनी के पूर्व छटनी नियमों की पालना नहीं की गयी तथा संभाग में कार्यरत मुझ जैसे चतुर्थ श्रेणी कर्मचारियों की वरिष्ठता सूची का प्रकाशन नहीं किया गया मुझे किसी प्रकार का आरोप पत्र नहीं दिया था, अप्रार्थी व मेरे सम्बन्ध मालिक व नौकर के रहे हैं। सेवा समाप्ति से अब तक मैं बेरोजगार हूँ, मैं स्वयं काम छोड़कर नहीं गया। अप्रार्थी द्वारा मुझे इसका प्रमाणपत्र दिया गया जो प्रदर्श डब्ल्यू. 3 है। अतः मुझे पुनः सेवा में सवेतन बहाल किया जाने हेतु आर्ट्स पारिस किया जावे। गवर्नर ने प्रतिरीक्षण में स्वीकार किया कि प्रदर्श एम-1 से 16 की पृष्ठ पर मेरे हस्ताक्षर हैं और इन पर अंकित राशि का भुगतान मुझे मिल चुका है। इन वाउचर्स के अनुसार मैंने 175/- रु. प्रतिमाह सफाई भत्ता और 100/- रु. प्रतिमाह भत्ता पानी भरने का प्राप्त किया है। हमारे यहां और कोई भी चपरासी का काम नहीं करता था और जिस अवधि में मैं काम करता था उस अवधि में कोई चपरासी भी नहीं था। मुझे निर्मलसिंह मीनेजर ने ही काम पर रखा था और निकाला था उनके मेरी कोई अदावत नहीं थी, मुझे उन्होंने कहा कि हमने दूसरा आदमी रख लिया है। प्रदर्श डब्ल्यू. 1 नियोजन कार्यालय गंगानगर वालों ने बैंक को नहीं भेजा था, बैंक में दो कमरे 15×30 व 15×15 के हैं एवम् पीछे खुली जगह 30×30 है। रजिस्टर में हाजरी हस्ताक्षर करके मैं ही लगाता था, उसमें और कोई हाजरी नहीं लगाता था, मेरा हाजरी रजिस्टर अलग क्यों था इस बाबत वे ही जानते होंगे। यह कहना गलत है कि मैं बैंक में ठेके पर काम करता था। प्रदर्श डब्ल्यू. 2-3 प्रमाणपत्र में पार्ट टाइम काम करने की बात लिखी है जबकि मैंने तो बैंक में पूरे दिन काम किया है। मुझे अप्रेजी भावा नहीं आती है इसलिए मैंने ये प्रमाणपत्र नहीं पढ़े और किसी को पढ़ाये भी नहीं। ये प्रमाणपत्र बैंक से डिस्पेच नहीं करवाये गये हैं। यह कहना गलत है कि बैंक से जाने के बाद प्रदर्श डब्ल्यू. 2-3 मैंने बनवाये हों और निर्मलसिंह की मृत्यु हो जाने के कारण ये फर्जी प्रमाणपत्र पेश किये हों। यह कहना सही है कि प्रदर्श डब्ल्यू. 3 में ए से बी व सी से डी में स्थाई भिन्न है। मुझे निकालने के बाद सुखदेवसिंह को रखा था तारोब, महीना व साल मुझे याद नहीं है। नौकरी छोड़ने के बाद मैं बैंक में गया ही नहीं। काम से निकालने के बाबत मैंने बैंक के किसी उच्चाधिकारी को शिकायत नहीं की। बैंक में स्थाई नियुक्ति के सम्बन्ध में मेरे पास कागजात केवल प्रदर्श डब्ल्यू. 2 व 3 है। यह कहना गलत है कि अब मैं चैजे का काम करता हूँ। यह कहना भी गलत है कि मैंने स्वयं ही बैंक में काम पर जाना बन्द कर दिया हो पिता जी की अस्थिरता के कारण मुकदमा मैंने देरी से किया था।

इसी क्रम में नियोजक पक्ष के साक्षी जोगिन्दरपालसिंह ने अपने शपथपत्र में जवाब के तथ्यों को दोहराने हुए बताया कि 1993 से 1996 तक अरावी बैंक को रत्नेशाला शाखा में, मैं अधिकारी के पद पर कार्यरत था और तत्कालीन प्रबन्धक निर्मलसिंह का निधन 1999 में हो चुका है। मेरे साथ ही प्रार्थी विनोद कुमार को अंगकालीन स्वीयर के रूप में बैंक में फेरी के आधार पर कैल सफाई व पानी भरने के कार्य के लिये 100/- व 175/- रु. प्रति माह पर रखा था उसे स्पष्ट रूप से बताया था कि वह अस्थाई रूप से पर्ट टाइम बैंक में 100/- और 175/- रु. प्रति माह सफाई व पानी भरने का कार्य करना चाहे तो कर सकता है। प्रार्थी ने यह सब सज्जने और स्वीकार करने के पश्चात् ही कार्य फल स्वीकार किया था और स्वयं ने ही स्पष्ट किया था कि वह सुबह कार्य 1-2 घण्टे करके अन्यत्र कार्य करने के लिये स्वतंत्र होता। प्रार्थी सफाई व पानी भरने का कार्य करने के लिये फेरी पर प्रातः 1-2 घण्टे के लिये आता था और अपनी मुद्रिका के अनुसार खला जाता था, प्रार्थी के आने जाने या काम के बारे में अरावी बैंक का प्रशासनिक व अनुशासनिक निरीक्षण नहीं था क्योंकि उसकी चतुर्थ श्रेणी कर्मचारी के पद पर लौकरी नहीं दी गयी थी एवम् प्रार्थी व अरावी बैंक के साथ कोई कर्मकार व नियोजक का सम्बन्ध नहीं था। अरावी संस्थान भारत सरकार का एक उपक्रम है एवम् बैंक के अधीनस्थ स्टाफ की नियुक्ति भारत सरकार के त्रित मंत्रालय द्वारा जारी दिशा-निर्देशों द्वारा विधित प्रक्रिया द्वारा की जाती है। प्रार्थी को पूर्णतः अस्थाई पर्ट टाइम ठेके पर सफाई व पानी भरने के लिये फेरी के अनुसार रखा था जिसका उल्लेख प्रदर्श डब्ल्यू. 2 व 3 में है एवम् निर्धारित प्रक्रिया द्वारा उसको कोई नियुक्ति प्रदान नहीं की गयी थी। प्रार्थी अपने तऊ के साथ चेब्रे व चिनाई का कार्य करते जता है, प्रातः 9 से 5 बजे तक के कार्य करने का प्रार्थी का काम अमर व निराधार है। प्रार्थी को कभी कार्य पर आने से नहीं रोका गया उसने स्वयं ही कार्य पर आना बन्द कर दिया था उसे कालान्तर पर उसने कहा कि आजकल वह पूर्णकालिक कार्य कर रहा है एवम् अब कार्य करने का डब्ल्यू नहीं है। हाजिरी रजिटर में प्रार्थी की हाजिरी कभी नहीं होती थी। गवाह ने प्रतिरितग में बताया कि बैंक में एक-दो घण्टे का करने के बाद बाकी समय में प्रार्थी कहीं काम करता था। जानकारी नहीं है, प्रदर्श डब्ल्यू. 2 व 3 पर भर्त्ता प्रबन्धक निर्मलसिंह के हस्ताक्षर हैं। विनोद कुमार बैंक में सफाई की और पानी भरने का कार्य करता था। यह कृत गन्त है कि विनोद कुमार डक देने व लाने का काम व अणु व लोरी मोटर्स का काम करता हो, रजिस्ट्रियर कारखाने के लिये चौकीदार संतोषसिंह था। यह कहना गन्त है कि प्रार्थी मुंह आता हो और सारे दिन स्टाफ को पानी पिलाता हो।

7. उभयपक्ष द्वारा प्रस्तुत साक्ष्य एवम् वहस की विवेचना ने हम देखते हैं कि प्रार्थी ने स्वयं के नियोजन के संबंध में मौजूर, अरावी बैंक द्वारा जारी प्रमाणपत्र प्रदर्श डब्ल्यू. 2 व 3 प्रस्तुत किये हैं। प्रदर्श डब्ल्यू. 2 व 3 के अवलोकन

से यह पता जाता है कि बैंक में प्रार्थी का कार्य अंगकालीन व अस्थाई था। प्रदर्श डब्ल्यू. 2 व 3 से प्रार्थी की स्थाई चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्ति होने की पृष्टि नहीं होती है। प्रार्थी पक्ष ने नियोजक पक्ष की इस साक्ष्य व तर्कों का खण्डन नहीं किया है कि अरावी संस्थान भारत सरकार का एक उपक्रम है जिसमें नियुक्ति निर्धारित प्रक्रिया के अनुसार ही होती है और प्रार्थी का उस प्रक्रिया के अनुसार नियुक्ति नहीं दी गयी थी। प्रदर्श एम-1 से एम-16 तक के वाउचर्स द्वारा प्रार्थी की सफाई करने की एवज में 175-रु० प्रतिमाह की दर से भुगतान करना पाया जाता है, स्थाई नियुक्ति वाले व्यक्ति की मासिक आधार पर इस प्रकार भुगतान नहीं किया जाता है जैसा कि प्रदर्श एम-1 से 16 में वर्णित है। प्रदर्श एम-16 द्वारा 35-रु० का भुगतान 1-6-95 से 6-6-95 तक की अवधि के लिये किया गया है। यदि प्रार्थी को चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्ति प्रदान की गयी होती तो उसे मासिक वेतन नियमित वेतन श्रृंखला के द्वारा ही भुगतान किया जाता परन्तु अधिक को किसी भी माह में नियमित वेतन भुगतान करने का उल्लेख नहीं है। नियोजक पक्ष के दस कथन का खण्डन भी नहीं किया है कि प्रार्थी ने उसकी चेब्रे का पूर्णकालिक बेहतर कार्य भिन्न जाने के कारण नियोजक के यहां अंगकालीन कार्य करना बंद किया है। संभवतः प्रार्थी ने इसीलिये यह नहीं बताया कि उसकी 7-6-95 को हुई इस सेवामुक्ति के सम्बन्ध में सेवामुक्ति का विवाद कब प्रस्तुत किया और देरी का कोई संतोषजनक कारण भी नहीं बताया है। प्रार्थी ने अपने पिता की बीमारी के बारे में कोई भी प्रमाण प्रस्तुत नहीं किया है इससे ऐसा प्रतीत होता है कि बेहतर रोजगार भिन्न जाने के कारण प्रार्थी ने अंगकालीन सफाई का कार्य करना बन्द कर दिया अर्थात् प्रार्थी की सेवाये अरावी नियोजक द्वारा समाप्त नहीं की गयी थी बल्कि वह स्वयं कार्य छोड़कर चला गया था। चूंकि प्रार्थी को किसी प्रकार की स्थाई या अर्धस्थायी नियुक्ति अरावी द्वारा प्रदान नहीं की गयी थी बल्कि प्रार्थी एक प्रकार से ठेके पर 175 रु. प्रतिमाह की दर से सफाई कार्य करने हेतु लगाया गया था इस प्रकार प्रार्थी व अरावी बैंक के मध्य कर्मकार व नियोजक के सम्बन्ध भी स्थापित नहीं हुए चूंकि प्रार्थी ने अंगकालीन कर्मकार के रूप में 175-रु० प्रतिमाह ठेके पर ही नियोजक के अधीन कार्य किया था अतः इन हालात में प्रार्थी को निरन्तर कार्य करने वाला औद्योगिक कर्मकार भी नहीं कहा जा सकता। 1988 नैब. आई. सी. 505 में गोविन्द भाई काना भाई मारु विरुद्ध एन. के. देसाई के निर्णय में माननीय गुजरात उच्च न्यायालय द्वारा एवम् यशवंतसिंह यादव विरुद्ध राजस्थान राज्य के प्रकरण में डी बी सिविल रिट पेटिशन 1589/1987 में निर्णय दिनांक 12-4-1989 को तथा आर. एन. डब्ल्यू. 1992 (2) पृष्ठ 140 में जयसिंह भटी विरुद्ध राजस्थान राज्य के प्रकरण में, एवम् 2001 ए. आई. आर. एस सी डब्ल्यू 310 में विरुद्धादिय पाण्डे विरुद्ध औद्योगिक न्यायाधिकरण के निर्णय में प्रतिपादित सिद्धांतों का लाभ तथ्यों की भिन्नता के कारण प्रार्थी को

नहीं दिया जा सकता क्योंकि प्रार्थी की नियुक्ति अशकालीन कर्मचारी के रूप में भी नहीं की गयी थी बल्कि प्रदर्श डब्ल्यू 2 व 3 में वर्णित अनुसार स्पष्ट रूप से 175 रूप प्रतिमाह ठेके पर सफाई कार्य करने हेतु की गयी थी इसका अशकालीन नियोजन की सजा नहीं दी जा सकती और चूंकि प्रार्थी को अप्रार्थी नियोजक द्वारा सेवा में पृथक् नहीं रिया गया, बल्कि प्रार्थी ने ही ठेके पर रिया गया, कार्य करना, बन्द कर दिया था। इस सम्बन्ध में भी कोई विवाद नहीं है कि अप्रार्थी संस्थान में नियुक्ति रिजर्व बैंक द्वारा निर्धारित प्रशिक्षण के अनुसार ही होती है एवम् उम प्रशिक्षण के अनुसार प्रार्थी को किसी प्रकार का नियोजन नहीं रिया गया था। अब इन हालात में प्रार्थी को औद्योगिक विवाद अधिनियम के किसी प्रावधान का लाभ नहीं मिल सकता है। ऐसा ही सिद्धान्त 2000 (1) सी एल आर. 901 में नरेन्द्र सिंह सोलंकी विरुद्ध रा एण्ड किनिगिंग प्रोडक्शन व अन्य के निर्णय में माननीय राजस्थान उच्च न्यायालय द्वारा प्रतिपादित रिया गया है। जब प्रार्थी ने बैंक में ठेके पर दिये गये कार्य को करना बन्द कर रिया तो ऐसी सूरत में अप्रार्थी संस्थान को यह पूरा अधिकार है कि वह अपने परिसर में सफाई का कार्य किसी अन्य व्यक्ति से करवाये जो प्रार्थी द्वारा कार्य करना बन्द कर देने के पश्चात सुब्र देव सिंह द्वारा सफाई कार्य करवाने को गलत नहीं माना जा सकता। क्योंकि प्रार्थी की नियुक्ति किसी भी रूप में पूर्णकालिक व अशकालिक रूप में नहीं हुई थी उसे केवल ठेके पर कार्य दिया गया था जो उसने 7-6-95 को ही बन्द कर रिया था एवम् प्रार्थी एवम् अप्रार्थी बैंक के मध्य कर्मकार व नियोजक का सम्बन्ध ही स्थापित नहीं हुआ था अतः अधिक द्वारा 7-6-95 को कार्य बन्द कर देने के कारण से अप्रार्थी द्वारा प्रार्थी को एक माह का नोटिस अवकाश नोटिस वेतन एवम् छटनी मुआवजा एवम् पुनः नियोजन का अवसर देने की कोई आवश्यकता नहीं थी। प्रार्थी को अधिनियम की धारा 25एफ, जी, एवं का लाभ किसी भी रूप में नहीं दिया जा सकता। अप्रार्थी द्वारा प्रार्थी की सेवाये समाप्त नहीं की गयी है बल्कि स्वयं प्रार्थी ने ही उसे ठेके पर रिया था अतः प्रार्थी कोई राहत या राशि प्राप्त करने का अधिकारी नहीं है।

8 अतः केन्द्रीय सरकार द्वारा प्रेषित इस प्रसंग को उत्तरित करते हुए यह पचाट इसी प्रकार से परित रिया जाना है कि प्रार्थी तिनोद कुमार को नियुक्ति किसी भी रूप में पूर्णकालिक अवकाश अशकालिक नहीं थी और उसे केवल ठेके पर सफाई का कार्य दिया गया था एवम् प्रार्थी व अप्रार्थी बैंक के मध्य कर्मकार व नियोजक के सम्बन्ध स्थापित नहीं हुए थे अतः अधिक द्वारा 7-6-95 को ठेके पर रिया गया सफाई का कार्य करना बन्द करने के कारण अप्रार्थी द्वारा प्रार्थी को एक माह का नोटिस या नोटिस वेतन व मुआवजा व पुनः नियोजन का अवसर देने की कोई आवश्यकता नहीं थी। अप्रार्थी द्वारा प्रार्थी की सेवाये समाप्त नहीं की गयी बल्कि स्वयं प्रार्थी ने ही उसे ठेके पर

दिया गया कार्य करना बन्द कर रिया था। प्रार्थी को अधिनियम की धारा 25एफ व जी, एवं का लाभ नहीं रिया जा सकता। प्रार्थी कोई राहत या राशि प्राप्त करने का अधिकारी नहीं है।

उक्त अधिनियम केन्द्रीय सरकार को अधिनियम की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ भेजी जावे।

9 आज्ञा आज दिनांक 29-6-2001 को विगत न्यायालय में सुनाई गई।

के. एल माथुर, न्यायाधीश

नई दिल्ली, 4 अक्टूबर, 2001

का.आ. 2967— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आंध्रा बैंक के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अन्य न्यायालय भुवनेश्वर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-2001 को प्राप्त हुआ था।

[स. एल-12011/88/98-आई आर (बी II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 4th October, 2001

S.O. 2967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 3-10-2001

[No. L-12011/88/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS (Sr. Branch),
Presiding Officer, C G I T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No 248/2001

Dated of Conclusion of the hearing—6th Sept. 2001

Date of Passing Award—24th Sept. 2001

BETWEEN :

The Management of The General Manager,
Andhra Bank, Personnel Department,
Saifabad, Hyderabad. . . 1st Party-Management

AND

Their Workman, represented through the
Regional Secretary, Andhra Bank Employees
Federation, Orissa State Committee Barracks,
Dist. Ganjam, Berhampur (Orissa) .. 2nd Party-
Union.

APPEARANCES :

Chief Manager, Zonal Office,

Bhubaneswar.

.. For the 1st Party-
Management.

None.

.. For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication their Order No. L-12011/88/1998/IR(B-II), dated 31-5-1999 :—

“Whether the action of the Management of Andhra Bank in not considering the request transfers and violating the roster maintained for the purpose taking plea of administrative reasons is justified? If not, what relief the employees who are in the roster awaiting for a transfer to Bhubaneswar Zone are entitled to?”

2. The 2nd Party-Union while filing the Claim Statement have averred that the 1st Party-Management transferred two employees namely Shri Shukul Charan Tudu, and Shri Prakash Lakra in the roster list in clear violation of guidelines of the Head Quarters. According to the 2nd Party-Union, the 1st Party-Management has neither followed the principles of natural justice nor the provisions of law and the guidelines of the Head Office, while making transfers of the above two persons. So they raised a dispute and after failure of reconciliation this reference has been made.

3. The 1st Party-Management have filed their Written Statement. The case of the 1st Party-Management is that the transfers were made for the administrative reasons to meet the administrative convenience in accordance with the circular, dated 28-12-1987 and 11-11-1988 wherein it has been envisaged that request transfers would be considered subject to administrative conveniences, and right of transferring an employee is exclusive right of the Management. According to the Management the question of following the roster in cases of administrative exigencies does not arise, the Management has got right to transfer its employees on the administrative requirement.

4. The Written Statement was filed by the 1st Party-Management on 3-4-2000. Thereafter the 2nd Party-Union has not taken any step. Notice issued to the 2nd Party-Union has been returned back with postal endorsement refused to receive. So on

6-9-2001 the 2nd Party-Union was set *exparte* and the Management was heard.

5. The dispute has been raised at the instance of the 2nd Party-Union. So the onus lies on the 2nd Party-Union to establish that the transfers order made by the 1st Party-Management was in violation of the roster maintained. The Management has got the right to transfer his employees according to the convenience of the administration. Court or Tribunal should not interfere with the right of the Management making transfer of the employees which has made for the interest of the administration. Where no materials have been placed on behalf of the 2nd Party-Union that the transfer made by the 1st Party-Management was in clear violation of roster maintained for the purpose there is no other alternative for the Tribunal but to hold that the action of the Management of Andhra Bank in MOE considering the request transfers and violating the roster maintained for the purpose taking plea of administrative reasons is justified and the employees are not entitled for any relief.

6. Hence, the reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2001

का.आ. 2968—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अभियोग प्रत्युत्तर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-2001 को प्राप्त हुआ था।

[स. एल-12012/430/95-आई आर (बी II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 4th October, 2001

S.O. 2968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 3-10-2001.

[No. L-12012/430/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court
Bhubaneswar.

Tr. Industrial Dispute Case No. 111/2001

Date of conclusion of the hearing 5th September, 2001

Date of passing Award 25th September, 2001

BETWEEN

The Management of the Manager, UCO Bank,
Lead Bank Office, Vivekananda Marg,
Balasore. 1st Party-Mgt.

AND

Their Workman, Shri Manabrata Das,
Son of late Sukumar Chandra Das,

At/PO. Telenga Sahi, Distt. Balasore. 2nd Party-
Workman.

APPEARANCES :

Shri N. K. Mishra, Advocate, Cuttack.—For the
1st Party-Management.

Shri B. C. Bastia, Advocate, Bhubaneswar.—For
the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following disputes for adjudication vide their Order No. L-12012/430/95/IR(B-II), dated 4-11-1995 :—

“Whether the action of the Management of Lead Bank Office, UCO Bank, Balasore, in terminating the services of Shri Manabrata Das, Ex-Casual Worker even after completion of five years of service is lawful and justified? If not, to what relief is the said workman entitled?”

2. The 2nd Party-Workman in his Claim Statement has pleaded that, he was employed under the 1st Party-Management with effect from 16-3-1989 as a sub-staff against one available vacancy caused by transfer of one permanent sub-staff namely Shri Mahendra Kumar Naik. He was initially paid wages at the rate of Rs. 12 per day and subsequently it was enhanced to Rs. 25 per day. While attending the work of sub-staff he was also operating the cyclostyle machine. He worked continuously from 16-3-1989 to 30-5-1994 without any break. Suddenly his services was terminated on 1-6-1994 without any notice. So he raised a dispute regarding his illegal termination and after failure of reconciliation the present reference has been made.

3. The 1st Party-Management in their Written Statement has averred that, there was a settlement between the Trade Union and the 1st Party-Management on 12-10-1989 in order to streamline the engagement of casual/daily rated workmen in sub-staff category with the 1st Party-Management and it was agreed that, persons engaged as casual workers for

full day work and discharging normal duties in sub-staff category for a period of 240 days or more during the three years immediately previous to the date of the said settlement and fulfilling other criteria were to be considered for empanelment after they would make necessary application in the prescribed manner on or before 30-11-1989. It is alleged that, the 2nd Party-Workman did not file any application and also he was not found eligible as he was engaged on 16th March, 1989 only. It has been further pleaded that, the services of the 2nd Party-Workman was in temporary need for attending some miscellaneous jobs under the 1st Party-Management and thereafter he was not engaged after 30-5-1994 as there was no further need for such work. It has been further submitted that the workman has filed a Writ Application bearing O.J.C No. 4978/96 before the Hon'ble High Court, Orissa which is sub-judice. It is further pleaded that since there was no termination the question of notice or compensation does not arise.

4. On the above pleadings of the parties following issues have been framed for consideration :—

I. Whether the action of the Management of Lead Bank Office, UCO Bank, Balasore in terminating the services of Shri Manabrata Das, Ex-Casual Worker even after completion of five years of service is lawful and justified?

II. If not, to what relief the said Workman is entitled?

5. The Workman himself has come to the witness her as the Witness No. 1. He has exhibited four documents to support his claim. In the other hand no witness has been examined on behalf of the Management but some documents (Ext.-A to Ext.-H) have been exhibited.

FINDINGS

Issue No. I :

6. It is submitted on behalf of the Workman that he was employed by the 1st Party-Management as a sub-staff against an available vacancy caused by transfer of one permanent sub-staff namely Shri Mahendra Kumar Nayak since 16-3-1989 and continued to work till 31-5-1994. But suddenly he was refused employment without notice or compensation and this amounts to retrenchment. In his support he has relied on the Ext.-3 and the evidence of the witness No. 1 examined on behalf of the Management. On the other hand it has been submitted on behalf of the 1st Party-Management that, the Management and the Trade Union have signed a settlement on 12-10-1989 in order to streamline the engagement of casual and daily rated workman in sub-staff category and it was agreed that persons engaged as casual workers for full day work discharging normal duty in sub-staff category for a period of 240 days or more during the three years immediately previous to the date of the said settlement and fulfilling other criteria yet to be considered for empanelment after they would make necessary application in the prescribed manner on or before 30-11-1989. But the Workman did not file any application and also he had not completed 240

days by 12-10-1989 because according to his version he was engaged on 16-3-1989 only. The settlement deed was marked as Ext.-B. So according to Mr. Mishra, the learned Counsel appearing on behalf of the Management, the Workman was not eligible to be empanelled even if he has worked after 12-10-89. He can not claim for regularization because his services were required at the need of the 1st Party-Management for temporary period. The settlement which has been marked as Ext.-B has not been disputed on behalf of the Workman. The contention of Mr. Bastia, the learned Counsel appearing on behalf of the Workman is that the settlement does not speak about the fate of others who had not completed 240 days by 12-10-1989. According to Mr. Bastia when the Workman was allowed to work after 12-10-1989 and has completed more than 240 days; his services should not have been terminated without any notice or compensation. To support his stand reliance has been placed in the case of Chairman-cum-Managing Director, Orissa Road Transport Company Ltd. Versus Ramesh Chandra Gouda and another, reported in 1994 (II) OLR 155 and the case of Santosh Gupta Versus State Bank of Patiala reported in SCLJ 1950-83(6) 492 SC. On the other hand reliance has been placed in the case of Madhamik Siksha Parishad, U.P. Versus Anil Kumar Mishra and others, reported in AIR 1994 SC 1638 on behalf of the Management.

7. Much emphasis has been given on behalf of the Workman on Ext.-3, and the evidence of the Witness examined on behalf of the Management. The Workman in his evidence has stated that he was adjusted in the vacancy, which was created due to transfer of one Shri Mahendra Kr. Nayak. This fact was not pleaded in his Claim Statement. The evidence also does not disclose that, the said Mahendra Kumar Nayak was a regular sub-staff. No doubt the witness examined on behalf of the Management has stated in the cross examination that he has stated, in Ext.-3 that the Workman was engaged as a substitute of a permanent staff. I have perused the Ext.-3. This is a letter written to the Zonal Manager, by the Lead Bank Officer Ext.-3 has reflected that during March 1989 no sub-staff was available in the Office of the 1st Party-Management and one Shri Mahendra Kr. Nayak who was engaged on one third pay basis got his appointment as sub-staff in UCO Bank and posted in Gadi Branch. In my opinion even if this is admitted to be true it could not be said that, the Workman was appointed in the vacancy of a permanent sub-staff. From a plain reading of Ext.-3, in my opinion, it would appear that one Shri Mahendra Kr. Nayak was working on one third pay basis as no sub-staff was available which could mean that the said Shri Mahendra Kr. Nayak was engaged on casual basis. When he got the status of sub-staff he was transferred to other Branch. That would implicate there was no such post in the Office of the 1st Party-Management where the Workman stated to have worked in the place of Shri Mahendra Kr. Nayak. Admittedly no appointment letter was issued to the Workman but he was engaged on daily wage basis to do the miscellaneous work of the 1st Party-Management. The Workman has stated in Examination-in-Chief that, he was attending different works of the

1st Party-Management. Except, Ext.-3 there are no other materials produced on behalf of the Workman that, he was appointed in a permanent vacancy of a sub-staff. If the Ext.-3 is excluded from the consideration then there will be no case for the Workman. As I have already stated that the Workman has not pleaded this fact while filing the Claim Statement. The facts of the case referred to on behalf of the Management are distinguishable from the facts of the present case. In Orissa Road Transport Company case, which was reported in 1994 (II) OLR 155 the workmen were continuing as casual watcher on daily wage basis. In the other case, the 1st Party-Management has taken the stand that the termination of services of the Workmen was not due to discharge of surplus Labour but due to failure of the Workmen to pass the test which would have not enabled them to be confirmed in the service. In the case in hand admittedly the Workman was not eligible to be empanelled in view of the settlement made on 12-10-1989 between the 1st Party-Management and the Federation of the Bank (Ext.-B) because he had not completed 240 days by that time and he had not also made any application. No doubt his services have been utilized by the 1st Party-Management. The stand of the 1st Party-Management is that his service was needed for temporary period. When there was a guideline from the Head Officer that no casual labourers would be allowed to continue the services of the Workman was refused. I find much force on the contention made on behalf of the 1st Party-Management. The Workman who was working temporarily on daily wages basis will have no right for regularization if no post exists. In my opinion the engagement of the Workman on daily wage was made on the basis of the need of the work. So in that case the termination of his services cannot be construed to a case of retrenchment. So as per my above discussion, I am of the opinion that the action of the 1st Party-Management of Lead Bank Office, UCO Bank, Balasore, in terminating the services of Shri Manabrata Das, ex-casual worker is lawful and justified. This issue is answered in favour of the 1st Party-Management.

8. Issue No. II :

In his Claim Statement, the Workman has prayed for his re-instatement with full back wages and for his regularization in sub-staff cadre. While expressing my opinion in respect of Issue No. I. I have already come to the conclusion that, the services of the Workman were needed by the 1st Party-Management on daily wage basis. As he could fulfil the criteria of the settlement (Ext.-B) his name could not be empanelled. Moreover he also did not make any application. So his prayer for re-instatement or regularization can not be allowed, in view of my above findings in respect of Issue No. I. Hence, this Issue is also answered in favour of the 1st Party-Management.

9. Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का.प्र. 2969.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2001 को प्राप्त हुआ था।

[सं. एल-12012/77/98-आई आर (बी II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th October, 2001

S.O. 2969.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 4-10-2001,

[No. L-12012/77/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
आदेश संख्या :—एल-12012/77/98 (आई.आर. (बी-II))
31-12-98

प्रकरण संख्या :—जे 37/99

महामंत्री बैंक ऑफ बड़ौदा स्टाफ यूनियन राजस्थान द्वारा बैंक
ऑफ बड़ौदा, पावर हाउस रोड, ग्रांच कबीर मार्ग, बनीपार्क,
जयपुर । —प्रार्थी यूनियन

बनाम

रीजन्ल मैनेजर बैंक ऑफ बड़ौदा आनन्द भवन संसार चन्द्र रोड,
जयपुर । —अप्रार्थी

उपस्थित :—

प्रार्थी यूनियन की ओर से : कोई नहीं।
अप्रार्थी की ओर से : श्री तेज प्रकाश शर्मा
पंचाट दिनांक : 12-9-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा 1 के खंड-घ के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णयन हेतु निरूपित किया गया है :—

“Whether the action of the management of Bank of Baroda Jaipur is justified in not paying wages and other facilities to the following workmen who are engaged in the branches of the Bank and working as peons and also as Generator set operator but are paid wages by the contractor of Generator sets on the ground that they are engaged by the Generator sets contractor? If not, what relief the workmen are entitled to and from what date?”

List of workmen :—

(1) Sh. Sajid (2) Vishnu (3) Mohan Lal (4) Lalu Lal (5) Abhishak (6) Praveen Kumar (7) Ashok Kumar (8) Ajeet (9) Roop Narayan (10) Jhorawar Singh (11) Mohan (12) Daulat (13) Bhawani Singh (14) Hement (15) Girdhari (16) Ganesh Singh Bhai (17) Vimal (18) Mohan Singh (19) Deepak Sharma (20) Kishan Lal.

बैंक ऑफ बड़ौदा स्टाफ यूनियन (जिसे बाद में यूनियन कहा गया है।) की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि बैंक ऑफ बड़ौदा (जिसे बाद में बैंक कहा गया है।) ने श्रमिकों का शोषण करने की नीति अपना रखी है। बैंक ने जयपुर स्थित अपनी शाखाओं में चपरासियों की नियुक्ति कर रखी है और वे सभी उक्त पद पर कार्य कर रहे हैं। ये सभी कर्मचारी चपरासी (पीओन) के पद का वेतनमान प्राप्त करने के अधिकारी हैं। चपरासी के कार्य के अलावा उनसे जेनरेटर सेटों को चलाने का कार्य भी लिया जाता है परन्तु उन्हें भाषाहिक अवकाश, बोनस, ओवर टाइम, बर्दी, पी. एफ., उपस्थिति पंजिका पर हस्ताक्षर नियमित करने, निगुनि पत्र जारी करने आदि की सुविधाओं से वंचित किया हुआ है। उक्त कर्मचारियों को पीओन के पद की वेतन शृंखला व अन्य सुविधाएं न देना समान कार्य व समान वेतन के सिद्धांत के विपरीत है। प्रारंभ में श्रमिकों को वेतन का भुगतान बिना बैंक द्वारा स्वयं किया गया व जब यूनियन के द्वारा श्रमिकों को नियमित किए जाने की मांग की गई तो उनका वेतन भुगतान दूसरे व्यक्ति द्वारा किया जाने लगा, जबकि दूसरे व्यक्ति द्वारा कथित ठेकेदार का इन श्रमिकों से कोई संबंध नहीं है। निश्चित प्रकृति के कार्य ठेके पर नहीं करवाये जा सकते। मांग की गई कि बिपक्षी को निर्देश दिया जाए कि वह श्रमिकों को पीओन के पद पर नियमित करके उसकी वेतन शृंखला दिलवाये व दूसरे व्यक्ति द्वारा वेतन का भुगतान नहीं करवाया जावे।

बिपक्षी की ओर से जवाब प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि बैंक जेनरेटर सेट उक्त श्रमिकों से सुविधा के लिए लेती है व जेनरेटर सेट के भातिन व ही अपने जेनरेटर सेट के रख-रखाव के लिए व चपरासी के लिए जेनरेटर आपरेटर भेजते हैं, जो कि आवश्यकतानुसार जेनरेटरों को चलाने का कार्य करते हैं। ऐसे श्रमिकों पर पूर्णरूपेण

अधिकार जेनरेटर सैटों के मालिक का होता है जिसका भुगतान जेनरेटर सैट के मालिकों द्वारा ही किया जाता है। बैंक का ऐसे श्रमिकों से कोई प्रत्यक्ष व अप्रत्यक्ष संबंध नहीं होता।

यूनियन की ओर से ब्लेक के समर्थन में रूपनारायण शर्मा, गणेश सिंह भाटी व साजिद मोहम्मद खान व लल्लू लाल के शपथ पत्र प्रस्तुत किए गए। लल्लू लाल को प्रतिपरीक्षा हेतु प्रस्तुत नहीं किया गया, अतः उसका शपथ पत्र उक्त साक्ष्य में नहीं पढ़ा जा सकता। विपक्षी की ओर से के.के. ठाकुर, प्रबंधक (कार्मिक) का, शपथ पत्र प्रस्तुत किया गया। के.के. ठाकुर ने यूनियन के प्रतिनिधि के द्वारा कोई प्रतिपरीक्षा नहीं की गई।

यूनियन के प्रतिनिधि दिनांक 27-7-2001 व तत्पश्चात् नियत तारीखों पर उपस्थित नहीं आए व न आज बहस के समय उपस्थित है। अतः अप्रार्थी के विद्वान अधिवक्ता के तर्क सुने गए व पत्रावली का अवलोकन किया गया। रूपनारायण शर्मा, गणेश सिंह, साजिद मोहम्मद खान के एक जैसे ही शपथ पत्र हैं, सिवाय इसके कि रूपनारायण शर्मा व साजिद मोहम्मद खान विपक्षी संस्थान में 5-5 वर्ष व गणेश सिंह ने पिछले 9 वर्ष से कार्य करना बताया है। उन्होंने अपने शपथ पत्रों में उल्लेख किया है कि उनकी नियुक्ति विपक्षी संस्थान में चतुर्थ श्रेणी कर्मचारी के पद पर हुई थी। वे विजली चले जाने पर जेनरेटर चलाने का अतिरिक्त कार्य भी करते आ रहे हैं। उनका मुख्य कार्य क्लेरिग, फाइलिंग्स रजिस्टर लाना से जाता, पोस्टेज, सफाई टेबलों पर पोछा लगाना, बैंक शाखा बन्द करवाना, चाबियां बैंक अधिकारी के घर पर दे कर आना, स्वीपर के छुट्टी होने पर बैंक अधिकारी के घर से चाबी लाना, शाखा खुलवाना, शाखा की सफाई करना, पेंशन तथा सेविंग्स के स्टेटमेंट देना, शाखा में पानी भरना, धाव इत्यादि का बन्दोबस्त करना, बैंक का गोदाम खुलवाना, बंद करवाना, पुराना रिकार्ड उपलब्ध करवाना, ग्राहकों को पे-इन-रलीफ विड्राल फार्म आदि उपलब्ध करवाना, बैंक के कोड बुक को कौणवाल्ड में रखवाना, शाखा की लाइट आदि की एवरेक्षा रखना सम्मिलित है।

उनका यह भी कथन है कि ठेकेदार ने उन्हें नियुक्त नहीं किया व वे किसी ठेकेदार को जानते हैं। उन्हें जिस प्रकार नौजा दिया जाता है वे प्राप्त कर लेते हैं। रूपनारायण ने प्रतिपरीक्षा में स्वीकार किया है कि वह बैंक के ठेकेदार शंकर गैस लाइट हाउस के जरिए पीओन का कार्य बैंक में कर रहा है। लाइट चली जाने पर जेनरेटर चला देता है। गणेश सिंह, साजिद मोहम्मद खान व किशनलाल भी ठेकेदार के माध्यम से कार्य कर रहे हैं। रिकार्ड भी ठेकेदार रखता है। भुगतान ठेकेदार द्वारा ही किया जाता है। बैंक ने उसे कोई नियुक्ति पत्र नहीं दिया। गणेश सिंह ने स्वीकार किया है कि बैंक ने उसे कोई नियुक्ति पत्र नहीं दिया। ठेकेदार के माध्यम से ही वह बैंक में कार्य कर रहा है व वेतन भी वही देता है तथा रिकार्ड भी वही रखता है एवं दूसरे व्यक्ति भी ठेकेदार के माध्यम से बैंक में कार्य कर रहे हैं। साजिद

मोहम्मद खान ने भी स्वीकार किया है कि दीपक एंटरप्राइजेज ठेकेदार के जरिए वह बैंक में कार्य कर रहा है। उसे बताया गया है कि ठेकेदार के द्वारा वह कार्य कर रहा है। बैंक ने उसे कोई नियुक्ति पत्र नहीं दिया। ठेकेदार के द्वारा ही भुगतान किया जाता है। इस प्रकार इस बारे में कोई विवाद नहीं है कि उक्त श्रमिकों को बैंक ने पीओन के पद पर कोई नियुक्ति नहीं दी। ऐसी भी कोई साक्ष्य नहीं है कि बैंक में उक्त श्रमिकों को कोई उपस्थिति वर्ज होती हो। उक्त सभी श्रमिकों ने स्वीकार किया है कि ठेकेदार के माध्यम से ही वे बैंक में कार्य करते हैं व ठेकेदार के माध्यम से ही उन्हें भुगतान किया जाता है। इस प्रकार बैंक व उक्त श्रमिकों के बीच नियोजक व कर्मकार का संबंध स्थापित नहीं होता। अन्य श्रमिकगण जिनके नाम का उल्लेख निर्देश आदेश में है उन्हें साक्ष्य में प्रस्तुत नहीं किया गया, अतः यह प्रमाणित नहीं है कि निर्देश आदेश में वर्णित श्रमिकगणों बैंक के नियोजन में है। ऐसी दशा में निर्देश आदेश में वर्णित श्रमिकगणों को बैंक के द्वारा मजदूरी व अन्य सुविधाएँ नहीं देने को अनुचित नहीं कहा जा सकता व निर्देश आदेश में वर्णित श्रमिकगण कोई सहायता प्राप्त करने के अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./अपठनीय

पीठासीन अधिकारी

नई दिल्ली, 5 अक्तूबर, 2001

का.आ. 2970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2001 को प्राप्त हुआ था।

[सं. एल-12012/342/95-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 5th October, 2001

S.O. 2970.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 04-10-2001.

[No. L-12012/342/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 13th September, 2001

PRESENT:

K. Karthikeyan, Presiding Officer

Industrial Dispute No. 421/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 12/97)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Ambalavanan and the Management of Indian Bank, Chennai.)

BETWEEN

The General Secretary,
Indian Bank Employees Union,
Chennai.

.... I Party/Claimant

AND

The General Manager,
Indian Bank,
Chennai.

.... II Party/Management

APPEARANCE:

For the Claimant—M/s. R. Viduthalai, Advocate

For the Management—M/s. Aiyar & Dolia, Advocates

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/342/95-IR (B-II) dated 10-02-97.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 12/97. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 421/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-02-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 23-08-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral evidence let in on the side of the I Party/Claimant and the documentary evidence let in on either side and upon hearing the arguments of learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows:—

“Whether the demand of Indian Bank Employees Union for regularization of the services of Shri K. Ambalavanan Temporary part-time Sweeper of the Indian Bank (Bank of Thanjavur) Branch is justified? If not, to what relief he is entitled?”

2 The averments in the Claim Statement of the I Party/Workman are briefly as follows:—

The General Secretary, Indian Bank Employees Union as I Party/Claimant has raised this industrial dispute espousing the cause of Sri K. Ambalavanan workman/employees of II Party/Indian Bank. The I Party/Claimant (hereinafter

referred to as Petitioner) has stated in the Claim Statement that the concerned workman was working as a temporary part-time sweeper in the Bank of Thanjavur Ltd. prior to its amalgamation with Indian Bank. Subsequently, he was engaged from 2-9-92 intermittently by the Indian Bank. He sent a representation dated 6-1-93 requesting the Indian Bank Management (hereinafter referred to as Respondent) to regularize his service as permanent part time sweeper. He was continuously engaged by the Bank of Thanjavur. When the Respondent/Management took over all the employees of Bank of Thanjavur to the services of the Respondent/Bank, the concerned workman also should have been taken over by the Respondent/Bank and his service also should have been regularized. The action of the Respondent/Bank in not continuing the services of the concerned workman amounts to violation and unfair labour practice. So the Petitioner/Union raised an industrial dispute on 21-01-94 before the Assistant Labour Commissioner (Central). As the conciliation ended in a failure, on submission of the report by the Assistant Labour Commissioner (Central) to the Ministry of Labour, the Government was pleased to refer this matter as an industrial dispute for adjudication by this Tribunal. The policy of the Respondent/Bank to select part-time sweepers through Employment Exchange is contrary to the provision of Employment Exchange (compulsory notification of vacancies) Act, 1959. As per the provision of that Act, the said act will not apply in relation to the vacancies in any employment to do unskilled office work and hence the said policy of the Respondent/Bank does not have any sanction of law. When the concerned workman was allowed to work as temporary sweeper in the leave vacancies and he having worked for a considerable length of time, it is for the Respondent/Bank to confirm him in the permanent vacancy. While filling up the permanent vacancy preference should have been given to the concerned workman, since he was engaged as a temporary part-time sweeper and was also continued as such since, 1990. Failure to do so by the Respondent/Bank amounts to violation of clause 20.12 of the Bipartite Settlement. Hence, the Tribunal may be pleased to pass an award holding that the non-regularisation of service of the concerned workman by the Respondent/Bank as illegal and unjustified consequently, by directing the Respondent/Bank to regularize the services of concerned workman by appointing him as a permanent part-time sweeper from the date of raising of this dispute with consequential benefits.

3. The averments in the Counter Statement of the II Party/Management are briefly as follows:—

The II Party/Management/Indian Bank (hereinafter referred to as Respondent) states that the present reference cannot and does not constitute an industrial dispute. The concerned workman Sri K. Ambalavanan could not be considered for permanent absorption because he was not sponsored through Employment Exchange. The Respondent/Bank is a public sector bank and it is bound to adhere to the guidelines issued by the Government of India in regard to the recruitment in sub-staff cadre. The post of part-time sweeper is classified under sub-staff cadre in banking industry. A list of candidates sponsored by Employment Exchange, subject to the satisfying norms relating to age, educational qualification etc. are called for. An interview is conducted and the selected candidate is appointed as permanent part-time sweeper. The Claimant/Union has entered into a Settlement with the Respondent/Bank on 28-7-93 under section 18(1) read with Section 2P of Industrial Disputes Act, agreeing for filling up vacancies by approaching Employment Exchange. Therefore, the Claimant/Union cannot raise this dispute, when the concerned workman is a person, who has not been sponsored by Employment Exchange. The engagement of temporary (casual) sub-staff/part-time sweeper to work in leave vacancies could only be through Employment Exchange. The Petitioner was engaged in the Respondent/Bank only on and from 02-09-92 and not any date before that. On his own showing, the concerned workman was not an appointee of Bank of Thanjavur Ltd. but was only a casual labourer which he has to prove. The persons who were appointed by the erstwhile Bank of Thanjavur Ltd. shall be deemed to have been appointed by the Respondent/Bank. The concerned workman not being an appointee of Bank of Thanjavur Ltd., the Petitioner Union is estopped from pleading that the service of concerned workman should have also been taken over and he should have been regularized in service long back. The Petitioner Association is bound by the terms of settlement

dated 28-7-93. This dispute has been raised only in 1994 by virtue of Clause 2 of the said Settlement, there could be no appointment of K. Ambalavanan as part-time sweeper except through Employment Exchange and the concerned workman applied for empanelment on 6-1-1993 it was found that he was over-qualified and therefore, ineligible to be engaged as temporary (casual) part-time sweeper/sub-staff. Further, he does not even have live registration with Employment Exchange and at no point of time, his name was sponsored by the Employment Exchange. As on 20-2-90 i.e. the date of amalgamation, he was not engaged by the erstwhile Bank of Thanjavur Ltd. even as casual labourer. Under such circumstances, the question of treating him as the regular part-time sweeper does not arise. This being the true position, there is no violation of clause 20-12 of Bipartite Settlement. In the concerned branch, where Sri K. Ambalavanan was engaged as casual labourer, candidates sponsored through Employment Exchange had been interviewed on 16-9-93 and one M. Veerappan has been selected. Since the dispute was pending before the Assistant Labour Commissioner (Central), Chennai, during conciliation, the selected candidate Sri M. Veerappan could not be appointed. After the conciliation proceedings came to an end, appointment order was issued to Mr. M. Veerappan and he has joined duty on 19-1-1996. There was no unfair labour practice and victimization of the concerned workman by the Respondent/Management. The concerned workman has not worked for a considerable length of time. He was being given work on engagement as casual labourer in leave vacancies only from 2-9-92. Hence, the claim of the Petitioner/Union is to be rejected.

4. The point for my consideration is—

"Whether the demand of Indian Bank Employees Union for regularization of the services of Shri K. Ambalavanan Temporary part-time Sweeper of the Indian Bank (Bank of Thanjavur) Branch is justified? If not, to what relief he is entitled?"

Point:—

When the matter was taken up for enquiry the General Secretary of Petitioner Union has examined himself as WW1. The concerned workman Sri K. Ambalavanan has not been examined. On the side of the Management, no one has been examined as witness. For the Petitioner Union, three documents were marked as Ex. W1 to W3 and for the Respondent/Management four documents were marked as Ex. M1 to M4. It is the admission of WW1 General Secretary of the Petitioner Union that the concerned workman Sri K. Ambalavanan is not a member of his union. Ex. W2 is the xerox copy of the petition given by the concerned workman Sri K. Ambalavanan to the General Manager of the Respondent/Bank. It is dated 6-1-1993. In that petition, the concerned workman has categorically admitted that he was working as a temporary last grade servant from 3-5-82 at the Bank of Thanjavur Ltd. in the leave vacancy of permanent last grade servant of that bank and he was given Rs. 10 or Rs. 15 per day as wages for the days he worked and that he worked as such for 137 days from 3-5-1982 to 19-2-1990. As WW1 the General Secretary of the Petitioner Union also has deposed that the concerned workman Sri K. Ambalavanan was working as a temporary sub-staff in Bank of Thanjavur, Vedaranyam branch from 3-5-1982. For this, as well as the Petitioner's averment in the Claim Statement, no documentary evidence has been filed into Court. A communication has been sent by Vedaranyam branch of Respondent/Bank which is a branch of erstwhile Bank of Thanjavur Ltd. to the Personnel Department, Madras and the xerox copy of that letter filed into Court on the side of the Petitioner himself. It is seen that the Manager, Vedaranyam Branch has stated in that letter that the concerned workman Sri K. Ambalavanan had worked for 72 days from 13-11-1984 to 5-12-1989 on daily wages for Rs. 15 per day and that he was engaged as a temporary peon and this he came to know from the available records. From this, it is seen that in pursuance of the request by the concerned employee under Ex. W2 the bank has verified with the records of erstwhile Bank of Thanjavur Ltd. and has found out that he had worked only for 72 days as temporary peon of that branch. In the cross examination, WW1 has admitted that the concerned workman Sri K. Ambalavanan was not issued any appointment order by the erstwhile Bank of Thanjavur and he had studied upto IX Standard and the concerned workman was not sponsored by the Employment Exchange for the employment in Indian Bank. He has also admitted that for the interview held for

the post of part-time sweeper of Vedaranyam branch on 3-9-92, the concerned workman Sri K. Ambalavanan's name was not sponsored by Employment Exchange along with the other persons sponsored as candidates for the interview. Ex. W1 is the xerox copy of the circular dated 21-12-1992 issued by the Central Office of the Indian Bank calling for applications from eligible temporary employees of erstwhile Bank of Thanjavur Ltd. The first condition as an eligibility for sending the card for application is the applicant must have worked as temporary sub-staff in leave vacancies of sub-staff and paid wages accordingly for a minimum period of 90 days from the date of initial engagement of amalgamation i.e. 19-02-90. On the back side of Ex. W1, the xerox copy of the application format furnished by the concerned workman is available. In that he has given details of initial engagement as 3-5-1992 and has stated the total number of days worked upto 19-3-92, as 137 days. To substantiate the same, the Petitioner Union or the concerned workman has not filed any documentary evidence. Ex. W3 is the Employment Exchange Registration Card issued to the concerned workman Sri K. Ambalavanan. The date of registration has been shown in that card as 9-4-1994. WW1 in his evidence has admitted that the particulars of service for total number of 137 days of Sri K. Ambalavanan has not been furnished. He has also admitted that the concerned workman Sri K. Ambalavanan was not issued any appointment order by the erstwhile Bank of Thanjavur and for his service of more than 300 days from 1990 to 1995, he has not filed any particulars of service and that the concerned workman was not sponsored by the Employment Exchange for the employment in Indian Bank. Ex. M1 is the Government of India directive dated 30-9-78. As per that directive the recruitment of sub-staff post in public sector banks irrespective of nature and duration of vacancy is to be made only through the medium of Employment Exchange. If suitable candidate is not available the non-availability certificate from the appropriate Employment Exchange has to be obtained before resorting to the recruitment other than through Employment Exchange. From the evidence available in this case on the plea of the Petitioner Union, it is seen that the concerned workman was not appointed by Bank of Thanjavur following the procedural norms for recruiting sub-staff for the vacancy in the permanent sub-staff post. Ex. M2 is the xerox copy of the circular dated 4-3-83 to all the branches of Indian Bank mentioning the procedure to be adopted for engagement of persons during leave vacancies of sub-staff. In that circular itself, norms relating to the engagement has been clearly mentioned. In the qualification column, it is mentioned as the maximum qualification as pass in VIII Standard. It is in evidence that the concerned workman had studied upto IX Standard. So, as per the norms fixed under Ex. M2, he is over-qualified. Further he was not sponsored by Employment Exchange as per Ex. M1 circular. Ex. M3 is the xerox copy of the circular of the Indian Bank dated 18-8-93. Under this circular, it is stated now the wages to be paid as consolidated wages a 1/3rd scale and 1/2 scale. Ex. M4 is the xerox copy of the settlement dated 28-7-93 entered into with the Indian Bank Employees Union by the Management WW1 is also a party to this Settlement. Under sub-clause 2 of Clause 6 of Ex. W4 Settlement, the branch can engage persons locally on casual basis as per the norms for a period not more than six months within which time, the branch has to approach the Employment Exchange and complete the process of filling up of vacancy. In such cases, the Federation agrees not to demand regularization of persons engaged on casual basis as permanent part-time sweeper. As per this term of Settlement mentioned in Ex. M4, the 1 Party/Union cannot make a demand for this workman Sri K. Ambalavanan. As per the decision of the Supreme Court in a case reported as 1992 (2) LLJ pg 452 Delhi Development Horticulture Employees Union vs. Delhi Admin's rat on Delhi & others "only persons registered with Employment Exchange and qualified can be given preference for an appointment against regular vacancies". So, as per this decision of the Supreme Court when the concerned workman is not a candidate sponsored by the Employment Exchange and not having a requisite qualification as per the norms fixed by the Management for that post, he cannot be considered by the Management for regularization of his service as temporary part-time sweeper of the Indian Bank branch as per the demand of the Indian Bank Employees Union for regularization of his service. Further, there is no concrete evidence to show that the concerned workman was appointed by the erstwhile Bank of Thanjavur Ltd. and no document is available to show that the concerned workman was one among the duly appointed people

by the erstwhile Bank of Thanjavur Ltd. was in service on the date of amalgamation with Indian Bank to be absorbed by the Indian Bank as its permanent staff due to merger. Thus, the point is answered accordingly.

5. In the result, an award is passed holding that the demand made by the Petitioner Union for regularization of the concerned workman Sri K. Ambalavanan as temporary part-time sweeper of Indian Bank (Bank of Thanjavur branch) is not justified. Hence, the concerned workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Claimant : WW1—Sri E. Arunachalam

For the II Party/Management : None

DOCUMENTS MARKED :

For I Party/Claimant :—

Ex. No. Date Description

W1 21-12-92 Xerox copy of the circular issued by the Central Office, Indian Bank.

W2 06-01-93 Xerox copy of the letter from Shri K. Ambalavanan to the Management.

W3 09-12-94 Employment Exchange card No. 10455/94 of Shri K. Ambalavanan—in Original.

For the II Party/Management :—

Ex. No. Date Description

M1 30-09-78 Xerox copy of the Government of India directive.

M2 04-03-83 Xerox copy of the Circular issued by the Respondent.

M3 18-08-93 Xerox copy of the Circular issued by the Respondent.

M4 28-07-93 Xerox copy of the settlement entered into with the Union by the Management.

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 2971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के सदस्य नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[सं. एल-12011/33/95-आई.आर. (बी-II)]
सी. गंगधरण, अवसर सचिव

New Delhi, the 10th October, 2001

S.O. 2971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-LC, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman,

which was received by the Central Government on 9-10-2001.

[No. L-12011/33/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated, the 26th September, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB,
Presiding Officer.

C. R. No. 209/97

I PARTY :

The Assistant Secretary,
Canara Bank Staff Union,
Treveni Compound,
Near Capitanio School,
Mangalore-575 002.
(Advocate—R. Nagendra Nayak).

II PARTY :

The Deputy General Manager,
Canara Bank, Circle Office,
Light House Hill Road,
Mangalore-575 001.
(Advocate—T. R. K. Prasad).

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12011/33/95/IR(B-II), dated 4th March, 1997 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Canara Bank in discriminating, denying absorption and other benefits to the drivers employed through the executives is legal and justified? If not, to what relief the concerned workmen are entitled to?"

2. The first party union workman was working as Personal Driver with the management. He was refused job and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the First Party Union Workman is as follows :

5. The Second Party is a Nationalised Bank. Eight workmen mentioned in Para 5 of the Claim Statement are involved in this dispute. The Second Party

has been exploiting the workmen by denying them salary, wages, increments and other service benefits that are payable to the Bank Drivers. The pay scales are also stated in para 7 of the Claim Statement. It is also said that the Drivers are entitled for Annual Increment and other benefits as per the Bipartite Settlement. The work of Drivers with the Executives is given in detail in para 8, 9 and 10.

6. It is the further case of the first party union that the Government of India, Ministry of Finance has instructed all the public Sector Banks including the Second party bank to absorb all the Drivers who are appointed as Personal Drivers and who are working as such as in sub-staff cadres.

7. It is the further case of the union that the action of the management is not correct and award be passed in favour of the union.

8. The case of the management is as follows :

9. The case of the management is that the reference is not maintainable and this Tribunal has no jurisdiction. The main contention of the Bank is that Personal Drivers are not the employees of the Corporation. Details of the Executives who are entitled for Car and Car Allowance is stated in para 3 and 4 of the Claim Statement.

10. It is also the case of the management that the first party union has no right to introduce the names of certain Personal Drivers in the Claim Statement.

11. It is the further case of the management that the Personal Drivers of the Executives are not the workmen of the Second Party Bank. Therefore, the reference has no merit, some decisions are also cited in the Counter.

12. It is the further case of the management that when the Personal Drivers are not employees of the management, the question of depending them of the service conditions applicable by the Bipartite Settlement does not arise at all. Management for these reasons and for some other reasons has prayed to reject the reference.

13. It is seen from the records that the management examined Mr. Raguveer Nayak. His evidence is that Bank has provided Cars to the officers who are in Scale IV and above. He has produced certain documents. His further evidence is that there is no relationship of employer and employee between the workman and the management. The union cannot take the cars of the Drivers.

14. Against this two drivers, Mr. Haridas WW1 and Mr. Sukumarar, WW2 have examined on behalf of the first party.

15. I have heard the detailed arguments of the parties. I have considered the documents filed by the management and the first party union workman.

16. The learned counsel for the management relied the following decisions :

(1) 1978(1)LLJ P312 SC.

(2) 1994(2)LLJ Page 792.

17. I have read the above decisions carefully. During the course of arguments it was submitted by the learned counsel for the management that in view of the circulars and the guidelines some of the drivers are absorbed.

18. I have carefully considered this aspect by comparing documents produced by the parties. I have read the affidavit evidence in detail. It was submitted by the learned counsel for the management that in view of the circulars and guidelines, first party union workman Mr. Haridas, Mr. Radhakrishna, Mr. Viswanath and Mr. Sukumar have been absorbed because they are eligible according to the guidelines and instructions issued by the competent authorities.

19. Considering the submission of the learned counsel for the management that workmen at Sr. No. 1, 3, 5, 6 and 8 absorbed, in my opinion other 3 workmen Sl. Nos. 2, 4 and 7 can be absorbed if they are eligible. With this direction I proceed to pass the following Order :

ORDER

The reference is partly allowed holding that the management have absorbed workmen 1, 3, 5, 6 and 8, and there is no dispute about them. So far as first party workmen at Sl. No. 2, 4 and 7 are concerned, the direction is given to the management to consider their case for absorption if they are eligible. No other benefits are given. Accordingly reference is disposed of.

(Dictated to PA transcribed by her corrected and signed by me on 26th September, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 2972:— औद्योगिक विवाद अधिनियम, 1947, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिक्रमण/श्रम न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[सं.एल-12012/385/95-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th October, 2001

S.O. 2972.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their

workman, which was received by the Central Government on 9-10-2001.

[No. L-12012/385/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, "SHRAM SADAN", III MAIN,
III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR BANGALORE

Dated, 26th September, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB,
Presiding Officer CGL-cum-Labour Court,
Bangalore.

C.R. No. 122/97

I PARTY :

Shri B. Krishna Maller,
C/o Sri M. Madava Prabhu,
Nellikai Compound Jodumutt Street,
Mangalore-1.
(Advocate—Anand Kumar Shetty).

II PARTY :

The Dy. General Manager,
Corporation Bank,
Head Office,
Mangaldevi Temple Road,
Mangalore-575 001.
(Advocate—Fradeep Sawkar).

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order: No. L-12012/385/95-IR(B-II) dated 22nd March, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Corporation Bank, H.O. Mangalore in dismissing Shri B. Krishna Maller, Clerk w.e.f. 16th July, 1994 is legal and justified? If not, to what relief is the workman entitled?"

2. The First Party was working with the second party. First party committed misconduct and he was dismissed from service and therefore industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. The first party was working with the management and has put in 23 years service as Clerk.

6. It is the further case of the first party that the letter of charge sheet dated 8-11-93 was issued alleging that the first party was found in a drunken state when he was on duty. Enquiry was conducted.

7. It is the further case of the first party that the enquiry was not correct and full opportunity was not given to defend himself and the report of the enquiry officer is not correct and the order of dismissal is illegal.

8. It is the further case of the first party that he was innocent and the charges were not correct. The order of dismissal is illegal because the same is passed at the instance of 2 officials as contended in para 14 of the Claim Statement.

9. It is the further case of the first party that he was not keeping well and he submitted leave application with medical certificate and that were accepted by the management. He applied for sick leave. All the allegations are not correct. Regarding leave applications, he has given all details. The first party for these reasons and for some other reasons has prayed to pass award in his favour.

10. The case of the Second Party in brief is as follows :

11. The enquiry is fair and proper. On 18th August, 1993 it was reported that the first party came to office late in the drunken state and disturbed the functioning of the department and again on 19-10-1993 at about 2.30 P.M. he was found lying on the premises of the Bank in a state of drunkenness and disturbed the functioning at the communication cell. This was a misconduct under Clauses 10.5(c), (e) and (f) of the Bipartite Settlement and therefore charge sheet was issued.

12. Regarding enquiry it is contended that the enquiry is fair and proper and full opportunity was given to the first party to defend himself. All the allegations made by the first party are not correct. Regarding enquiry every thing is explained in the counter. Charges are proved and therefore the management has dismissed him from service.

13. It is seen from the records that Management has examined MW1 and various documents were worked to show that the enquiry is fair and proper..

14. It is seen from the records that this Tribunal by its order dated 17th May, 2001 passed orders holding that the enquiry is fair and valid. It is also clear from the records that the learned counsel for the first party submitted that he will not lead oral evidence and he argued the matter.

15. Now that the enquiry is held as fair and proper we will have to see whether the action of the management is proportionate. A very lengthy Written Arguments are filed by the applicants and also additional arguments.

16. I have carefully read the written arguments and also the decisions cited by the first party. It is said that the report of the Enquiry Officer is without the application of the mind.

17. It is further said that the Enquiry Officer has not considered the leave application filed by the first party. To know the truth I carefully considered the material placed before the Enquiry Officer. One Dr. A. Prabhakar Rao has given certificate on 19-10-93.

In view of this certificate the contention of the first party that he was on leave and the Enquiry Officer has not considered the matter properly cannot be believed.

18. It was argued on behalf of the learned counsel for the management that on so many occasions the first party has committed misconduct and this is not a fit case to take any lenient view and in support of this argument he relied AIR 1977 SC 1512 and 1992(4) SCC 54. I have read them carefully.

19. Against this the first party submitted lengthy Written Arguments. I have read them carefully. Admittedly in the instant case the Domestic Enquiry is held as fair and proper. Now in order to take the benefit of lengthy arguments and the decisions relied by the first party, the first party has to prove that the report of the Enquiry Officer is perverse. Unless it is proved it is very difficult to hold that the punishment is not correct and this tribunal can interfere with the punishment imposed by the management.

20. From the lengthy written arguments nothing is made out to say that the report of the Enquiry Officer is perverse. I have read every decisions relied by the first party viz. AIR 1961 Calcutta Page 40, AIR 1983 Supreme Court Page 753, AIR 1981 Supreme Court Page 1237, 1981 Supreme Court 1249, 1971 (3) SCC, Page 930. In 1971(3) SCC page 930 it was a criminal case. The standard of proof in domestic enquiry is not expected to that of a criminal case. I have also gone through the decision of 1978 Cri.L.J. 829.

21. In departmental enquiry, the misconduct is proved and the employer has taken action. Facts of the decision relied by the workman are quite different from the facts of the case on hand. I have repeatedly said that unless it is established that the enquiry report is perverse, it is difficult to invoke the provisions of Section 11A of the I.D. Act.

22. I am of the opinion that the action of the management is correct and there are no grounds to interfere with the order passed by the Disciplinary Authority and accordingly I proceed to pass the following Order.

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 26th September, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का.प्र. 2973— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, संबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय

करकता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-10-2001 को प्राप्त हुआ था।

[स.एल-12012/288/91-आई.आर. (बी-II)]

सो. गंगाधरण, अवर सचिव

New Delhi, the 16th October, 2001

S.O. 2973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Calcutta as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 15-10-2001.

[No. L-12012/288/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA
Reference No. 09 of 1992

PARTIES :

Employers in relation to the management of
Allahabad Bank.

AND

Their Workmen.

PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding
Officer.

APPEARANCE :

On behalf of Management : Mr. R. Mallick,
Senior Law Officer of the Bank.

On behalf of Workmen : Mr. A. Karmakar, Joint
Secretary of the Union.

STATE : West Bengal INDUSTRY : Banking

AWARD

By Order No. L-12012/288/91-IR(B-II) dated
Nil the Central Government in exercise of its powers
under Section 10(1)(d) and (2A) of the Industrial
Disputes Act, 1947 referred the following dispute to
this Tribunal for adjudication :

“Whether the demand of the Allahabad Bank
Workers’ Union (WB) that Sh. Dinesh
Mondal is entitled to the Spl. Allowance of
Cash Peon, since he was drawing the said
Allowance on permanent basis since 1987,
is justified? If so, what relief the workman
is entitled to?”

2. This reference has resulted on the basis of a
dispute raised by the Allahabad Bank Workers’ Union
(hereinafter to be referred as the Union) representing

the cause of the workman, Sirci Dinesh Kumar Mondal a member of the union. According to the statements of claim filed on behalf of the union it appears that the said Dinesh Kumar Mondal was initially appointed by the United Industrial Bank Ltd. as Farash-cum-Peon with effect from 25-11-1985 and he was drawing his salary including pay and other allowances in terms of the bipartite settlement dated 19-10-1966, which guided the service conditions of the employees. It is further stated that the post of Farash-cum-Peon was combined designation and in terms of the said settlement a subordinate staff so designated was entitled to receive special allowance besides basic pay and other allowances. The said Dinesh Mondal during his tenure in the United Industrial Bank was drawing special allowance of Cash Peon permanently at Tollygunj Branch of the United Industrial Bank. Thereafter, the said United Industrial Bank was placed under moratorium by the order of the Central Government and later merged with Allahabad Bank with effect from 31-10-1989. A scheme of amalgamation was also prepared by the Reserve Bank of India which was ratified by the Central Government and all the employees of the erstwhile United Industrial Bank were required to exercise their option to become the employees of the Allahabad Bank and accordingly Shri Mondal also opted for the same. It is further stated that in terms of amalgamation, the said Shri Mondal was entitled to continue in the service of the transferee Bank on the same remuneration and on the same terms and conditions of service applicable to him on the date of moratorium. It is further stated that the terms and conditions as envisaged under the scheme of amalgamation could not be changed by the transferee bank and whenever such attempt was made it was disputed and a matter had also been taken to the Hon'ble High Court at Calcutta and subsequently before the Hon'ble Supreme Court and the decision was in favour of the employees. It is stated that the management of Allahabad Bank stopped paying the special allowance to this workman with effect from June 1990 and again it was paid in January 1991 but then again stopped from February 1991. It is stated that after merger of the United Industrial Bank with Allahabad Bank, the concerned workman was posted at Ranikuthi Branch and he was granted the special allowance of Cash Peon by the management of Allahabad Bank also. It is stated that this concerned workman had received special allowance as Cash Peon from the erstwhile United Industrial Bank till before amalgamation and also from the transferee bank i.e., Allahabad Bank till May, 1990 but thereafter it was discontinued by the Manager of the Branch without giving any notice under Section 9A of the Industrial Disputes Act, 1947. However he was again granted special allowance in January, 1990, but subsequently it was stopped from February, 1991 and the allowance paid to him in January, 1991 was also recovered from him. This act of the management is therefore branded as arbitrary and illegal. It is stated that the workman represented his case before the management in this regard, but the management did not consider it and ultimately the industrial dispute was raised before the Regional Labour Commissioner and conciliation was held, but when the conciliation did not materialise the matter was reported to the appropriate government, i.e., the Central Government in this case and the reference has been made. Therefore, the

main point of grievance of the workman through the union is the discontinuance of the special allowance which was his part and parcel of his pay-package. It is also further stated that a memorandum of settlement was arrived at on 24-05-1990 between the management of Allahabad Bank and All India Allahabad Bank Employees Coordination Committee and the management took a stand that the special allowance of the workman concerned has been stopped on its basis, but by this memorandum of settlement dated 24-05-1990 his service conditions could not have been changed.

3. On receiving notice the management of Allahabad Bank also filed a written statement in which so far as the bare facts are concerned, were admitted. But, it has been stated that after the signing of the memorandum of settlement on 24-05-1990 the service conditions of the workmen of the Bank were required to be guided by this settlement because all the workmen had become the workmen of the transferee bank. It is further stated that there was no post of Cash Peon in the Allahabad Bank, but, however, there is a post of Peon-cum-Bill Collector and after the merger a person was deputed as Peon-cum-Bill Collector on the basis of the seniority and since the concerned workman did not fulfil the criteria, he was not given that post and therefore his special allowance was stopped. It is stated that there were certain stipulations made in the memorandum of settlement dated 24-05-1990 in which following conditions were laid down :—

- (1) Incumbent drawing Cash Peon's allowance on permanent basis in the erstwhile United Industrial Bank will be assigned the duties of Peon-cum-Bill Collector against the vacancies of Peon-cum-Bill Collector identified as per Allahabad Bank's norms/criteria in the branches of the erstwhile United Industrial Bank on the basis of their seniority.
- (2) Surplus incumbent drawing Cash Peon's allowance will be posted as Peon-cum-Farash, but they will continue to draw special allowance of Cash Peon and such incumbent will be posted against future vacancies of Peon-cum-Bill Collector.
- (3) Incumbents drawing Cash Peon's allowance on purely temporary/acting basis in erstwhile United Industrial Bank, such practice of payment will be discontinued forthwith and the incumbents concerned will work as Peon-cum-Farash.
- (4) The said settlement also enumerates that employees of erstwhile United Industrial Bank drawing allowances in different categories on temporary/acting basis for a period exceeding 3 years prior to the day of amalgamation i.e. 30-10-1989 in the erstwhile United Industrial Bank and have been performing those duties even after amalgamation may be absorbed from a prospective date.

It is stated in this regard that the concerned Peon, Dinesh Mondal was appointed as Peon-cum-Farash by the United Industrial Bank on 25-11-1985 and subsequently he was allowed Cash Peon's allowance on

temporary/acting basis by the erstwhile United Industrial Bank through a letter dated 01-02-1988. Thus, his period of performance of Cash Peon's duty on temporary/acting basis did not exceed 3 years on 30-10-89, i.e., the date of amalgamation and therefore he was not entitled to the Cash Peon's allowance as per the memorandum of settlement dated 24-05-1990. It is, therefore, stated that even if he was receiving the said special allowance prior to this amalgamation and was paid even after the amalgamation till the settlement of the year 1990 was signed, it did not entitle him to continue to receive the special allowance as such and, therefore, it was stated on behalf of the management that the claim of the union is not fit to be entertained and allowed.

4. After the written statement was filed on behalf of the management, a lengthy rejoinder was also filed by the union trying to explain the things stated in the written statement of the management and some amendment was also sought to be made in the statements of claim of the union and a large number of documents were filed and called for from the management.

5. Thereafter, the matter came up for hearing. But, in course of hearing the union examined the concerned workman, Dinesh Kumar Mondal as WW-1 on 31-08-1994. However, his cross-examination was deferred. Later, he was required to appear for his cross-examination on 20-10-1994, but a prayer for adjournment was made on behalf of the union. Then the date was fixed on 24-11-1994, but on that date neither the workman appeared as a witness, nor any of the representatives of the parties turn up. The case remained pending for a long time in the expectation that the parties could come to proceed with the hearing, but none of the parties came till the case was reserved for Award. It is, therefore, clear that the only witness examined on behalf of the union has also not been produced for cross-examination and the evidence of this witness WW-1 therefore, stands expunged. It has been stated earlier that the management also stopped appearing at that stage and therefore there is no evidence on behalf of the management also.

6. So far as the documents are concerned, as it has been stated earlier that large number of documents were filed, but the only document which has been admitted into evidence is Ext. W-1 which is the appointment letter of the concerned workman, Dinesh Kumar Mondal. In this appointment letter there is no mention of any special allowance and there is no other document in this regard.

7. The matter, therefore, stands at the point that whether the concerned workman was entitled to continuance of his special allowance or not. There cannot be any doubt about it that the memorandum of settlement dated 24-05-1990 was a memorandum on All India basis and all the award staff of the Bank were bound by it. As per the conditions of the memorandum of settlement a person who was receiving this special allowance on permanent basis before the amalgamation or a person who continued to get it for 3 years prior to the date of amalgamation was held to be entitled to the said special allowance. While it was pleaded on behalf of the union that the special allowance was being

granted to the concerned workman on permanent basis, it was challenged on behalf of the management and it was stated that it was only on temporary and acting basis and therefore, the concerned workman was not covered by any of the above two conditions. Therefore, there was no question of continuance of his special allowance after the memorandum of settlement dated 24-05-1990 came into effect. It appears that either there was some settlement outside the Tribunal between the parties or the union thought it futile to continue with the case and therefore both the parties subsequently stopped appearing.

8. In the circumstance, it is obvious that there has been no material at all the support of the claim of the union and the claim therefore is not fit to be allowed. Accordingly, the reference is answered and disposed of. Dated, Kolkata,

The 4th October, 2001.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का.प्र. 2974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-2001 को प्राप्त हुआ था।

[सं. एल-11012/8/2001-आई आर (एम)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 5th October, 2001

S O 2974—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman which was received by the Central Govt. on 27-9-2001.

[No. L-11012/8/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 21st September, 2001

PRESENT:

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 590/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Smt N. Kasturi and the Management of Airport Authority of India, Chennai)

BETWEEN

Smt. N. Kasturi : I Party/Workman.

AND

The Airport Director,
Airport Authority of India
(IAD) Chennai. : II Party Management.

APPEARANCE :

For the Workman : Unrepresented.

For the Management : Sri V.S.R. Hanu Babu Koka,
Advocate.

AWARD

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide Order No. L-11012/8/2001-IR(M) dated 8-6-2001 :—

“Whether the alleged termination and non-employment of Smt. N. Kasturi by the Airport Authority of India (IAD) is legal and justified? If not, to what relief is the workman entitled?”

2. On receipt of the order of reference from the Ministry of Labour, Govt. of India, in respect of this industrial dispute between the parties, notices were sent to both the parties to appear before this Tribunal and to make their representation in respect of the referred dispute.

3. When the matter is taken up for final hearing on 21-9-2001, both the parties and the counsel on record for the II Party/Management not present and there is no representation. Neither party has chosen to file their respective plea as Claim Statement and Counter Statement in spite of several adjournments were given. Though the I Party/Workman, Smt. N. Kasturi once appeared and requested time to file her Claim Statement, she has not appeared subsequently. The II Party/Management, though represented by a counsel by filing vakalat, they have also evinced no interest in this case. Because of the non-representation of either parties and their non-appearance and non-prosecution of this case by put forth their respective contention, this Tribunal have no other option except to hold that no dispute between the parties now exists for adjudication by this Tribunal for the industrial dispute referred to by the Central Govt in the Schedule of Reference.

4. In the result, an award is passed holding that ‘No dispute’ now exists between the parties. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st September, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

On either side : Nil.

नई दिल्ली, 5 अक्टूबर, 2001

का.आ.2975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मै. प्रकाश ओरम कैरियर्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-2001 को प्राप्त हुआ था।

[सं. एल-26012/1/2000-आई आर (एम)
बी. एम. डेविड, अवसर सचिव

New Delhi, the 5th October, 2001

S.O. 2975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal cum-Labour Court, Bhubaneswar (Orissa) as shown in the Annexure, in the industrial dispute between the employers in relation to the M/s. Prakash Ore Carriers and their workmen which was received by the Central Government on 27-09-2001.

[No. L-26012/1/2000/IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C G I.T.-cum Labour,
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO.
77/2001

Date of concluding of the hearing 3rd Sept.
2001

Date of Passing Award 20th Sept. 2001

BETWEEN :

The Management of M/s. Prakash Ore
Carriers, Contractor. Near II Siding, Barbil
Nalda Road, P. O. Barbil, Keonjhar, 758035.
.. 1st Party-Management.

AND

Their Workman, represented through the
General Secretary, Barbil Workers Union.
P. O. Barbil, Distt. Keonjhar. .. 2nd Party-
Union.

Appearances :

None.—For the 1st Party-Management.

None.—For the 2nd Party-Union.

AWARD

The Government of India in the Ministry
of Labour, in exercise of powers conferred by

Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/2/2000 IR(M), dated 19-5-2000 :—

“Whether the action of the Management of M/s. Prakash Ore Carriers. Contractor, Bolani Ores Mines, RMD, SAIL, Distt. Keonjhar, in terminating the services of Shri Dayalan Iyanagar, Supervisor from 16-1-1999 without issuing a specific charge sheet and following the principle of natural justice is justified? If not, to what relief the workman is entitled?”

2. In spite of intimation sent to the Parties, both the Union and the Management have not appeared before this Tribunal. Notices were also issued by the Tribunal to both the parties. The Union has not filed his Claim Statement. The Management has also not taken any step. So both the parties have been set exparte.

3. The dispute has been raised at the instance of the Union. When no materials have been placed by both the parties there is no scope for the Tribunal to answer the reference.

4. Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2001

का.आ. 2976.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मरमऊगोआ पोर्ट ट्रस्ट के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई नं.-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2001 को प्राप्त हुआ था।

[सं.एल-36012/2/2000-आई.आर. (एम.)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 11th October, 2001

S.O. 2976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the

Central Government Industrial Tribunal cum-Labour Court, Mumbai No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the Mormugao Port Trust and their workmen which was received by the Central Government on the 8-10-2001.

[No. L-36012/2/2000, IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI (CAMP AT GOA)

PRESENT :

Shri S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/86 of 2000

Employers in relation to the management of Mormugao Port Trust

The Chairman,
Mormugao Port Trust,
Mormugao Harbour,
Goa-403 803.

AND

Their workmen
The General Secretary,
Mormugao Port & Railway Workers Union,
Zaiboon Apartment,
Near Cine El-Monte,
Vasco-da-Gama,
Goa.

APPEARANCES :

For the Employer—Mr. M. B. Anchan, Advocate.

For the Workmen—No appearance.

Goa, dated 19th September, 2001

AWARD

The Government of India, Ministry of Labour by its Order No. L-36012/2/2000/IR(M) dated 11th August, 2000, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Mormugao Port Trust, Goa (a) in denying full wages, increment and bonus to Shri A. A. Rangel, Clerk, EDP No. 129537 of Traffic Department during the period of his suspension from 27-11-1989 to 26-7-1991 is legal and justified? (b) in denying balance subsistence allowance as per the revised scale of Pay, Bonus and other benefits to Shri A. A. Rangel, Clerk, EDP No. 129537 of Traffic Department during the period of his suspension from 9-5-1992 to 28-8-1997 is legal and justified? If not, to what relief the workman is entitled for?”

2. On receipt of reference in the beginning notice (Ex. 2) was sent to the union as well as the management M.P.T. and in response to the notice on behalf of the management Advocate Mr. M. B. Anchan appeared (vide Ex. 5). None appeared on behalf of the union though served (vide Ex. 4). Record shows none on behalf of the union turned when the matter was fixed even at Goa on 23-1-2001 though the union received notice (vide Ex. 6B), when the management's counsel was present. Matter was again fixed at Goa on 24-4-2001 for the convenience of the parties concerned as per notice (Ex. 8), however, though union served with notice (Ex. 10) none appeared on its behalf. Matter was again fixed on 18-9-2001 at Goa of which notice (Ex. 11) was given to union and that union though served vide acknowledgement (Ex. 13) none appeared on its behalf, also today, nor put statement of claim. The Learned Counsel for the management Shri M. B. Anchan vide application (Ex. 14) pointed out that union is not interested in prosecuting, hence not present throughout, therefore reference be disposed of. As stated above, it is apparent that union is not interested to prosecute the reference, therefore following order is passed.

ORDER

Reference stands disposed of for non-prosecution.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2001

का.आ 2977—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्गण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लि. के प्रबंधन के सदस्य नियो-जको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2001 को प्राप्त हुआ था।

[स एल-29012/36/2001-आई आर (एम)]

बी एम डेविड, अवर सचिव

New Delhi, the 11th October, 2001

S.O. 2977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal-cum-Labour Court, Jaipur (Rajasthan) as shown in the Annexure, in the Industrial dispute between the employers in relation to the Hindustan Zinc Ltd. and their workmen which was received by the Central Government on 08-10-2001.

[No. L-29012/36/2001 IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT 46/2001

Reference No. L-29012/36/2001/IR(M)

Dated 31-7-2001

Shri Lehu Lal,
S/o Shri Nanda Ji Gadhari,
R/o Munga Ka Kheda,
P. O. Putholi, The. Gangrar,
Distt Chittorgadh. . . Applicant

Versus

The Senior Manager (P&A),
Chanderia Lead Zinc Smelter,
P. O. Putholi, Chittorgadh,
Rajasthan. . . Non-Applicant

Attendances :

For the Applicant.—Applicant Shri Lehrulal.

For the Non-Applicant.—Shri Ramesh Chandra Pancholi Advocate.

Date of Award.—24-09-2001

AWARD

The Central Government vide order mentioned above has referred the following dispute under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) for adjudication :—

SCHEDULE

“Whether the action of the management of Hindustan Zinc Ltd. in terminating the services of Shri Lehu Lal Gadhgari w.e.f. 27 Sept. 1999 justified ? If not, what relief the workman is entitled ?”

On receipt of the reference notices were issued to both the parties. The applicant workman sent a copy of the letter dt. 16-8-2001 addressed to the Under Secretary, Government of India, Ministry of Labour in which it has been stated that he is not willing to pursue the reference. He has been given fresh appointment by the non-applicant having sympathetic attitude towards him. There is

no demand pending against the non-applicant. It has been prayed that the dispute may be rejected. The applicant is present in person. He does not want to file any claim and has submitted similar application as addressed to Under Secretary, Government of India that he does not want to press the dispute, which was raised, by him and therefore, no dispute award may be passed. On behalf of the non-applicant Shri Ramesh Chandra Pancholi is present. As no dispute exists between the parties, no dispute award is passed in the matter.

The copies of the award may send to the Central Government under section 17(1) of the Act, 1947 for publication.

Sd/- illegible
Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2001 •

का आ. 2978.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार मैमर्स उड़ीसा माइनिंग कॉर्पोरेशन लि. के प्रवर्धन के सबब नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, भुवनेश्वर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2001 को प्राप्त हुआ था।

[सं ल-29011/39/99-आर्द.आर. (एम)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 11th October, 2001

S.O. 2978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar (Orissa) as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Orissa Mining Corporation Ltd. and their workmen which was received by the Central Government on 08-10-2001.

[No. L-29011/39/99/IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT.
BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour,
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO.
307/2001

Date of concluding of the hearing
14th Sept. 2001

Date of Passing Award 27th Sept. 2001

BETWEEN :

The Management of M/s. Orissa Mining,
Corporation Ltd., O.M.C. House,
Bhubaneswar (Orissa)-751001.

.. 1st Party-Management

AND

Their Workmen, represented through the,
Women Diploma Holder Association,
Or. No. E/9, Kaliapani, Jaipur.

.. 2nd Party-Union.

Appearances :

Shri P. S. Kanungo, Manager, (Labour
Welfare). .. For the 1st Party-
Management.

None. .. For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/39/1999/IR(M), dated 30-11-1999 :—

“Whether the action of the Management of OMC Ltd. in discriminating in fixation of pay scales of staff/creche nurse with effect from 1-5-1989 and 1-1-1996 is justified. If not, to what relief the workmen are entitled?”

2. The case of the 2nd Party-Union may be stated in brief :—

There was a revision of pay scale of Junior Assistant, Senior Typist and Cheche Nurse

in the year 1981. Again there was revision of scale of pay in the year 1985. According to the 2nd Party-Union as per 1989 revised scale, the scale of creche Nurse was more than the scale of Senior Assistant and Senior Typist. Instead of Several representations made by the 2nd Party-Union to the 1st Party-Management to fix the scale of pay, no action was taken. So the dispute was raised and on failure of reconciliation, this reference has been made.

The 1st Party-Management on receipt of the copy of the reference and the Claim Statement filed by the 2nd Party-Union had filed their Written Statement. They have denied the statement made by the 2nd Party-Union in their Claim Statement. They have further taken the stand that the Secretary of the 2nd Party-Union had filed a Writ Application before the Hon'ble High Court, Orissa bearing O.J.C. No. 894/99 on the very same grounds and seeking identical relief. According to the 1st Party-Management the reference is not maintainable and the 2nd Party-Union are not entitled for any relief.

4. After receipt of the Written Statement from the 1st Party-Management the case was adjourned from time to time for filing of the list of witnesses and list of documents and for settlement of issues. But the 2nd Party-Union did not attend in the proceeding to enable the Tribunal to answer the reference. When the averments made by the 2nd Party-Union has been denied by the 1st Party-Management and when the dispute has been raised at the instance of the 2nd Party-Union, the initial burden lies on the 2nd Party-Union to establish its case by producing either oral or documentary evidence. But nothing has been done by the 2nd Party-Union in this case. So in absence of any materials in support of the case of the 2nd Party-Union it can not be said that the action of the 1st Party-Management is un-justified.

5. As per my above discussion, I am of the opinion that the action of the 1st Party-Management of Orissa Mining Corporation Limited in discriminating in fixation of pay scale of staff/creche nurse with effect from 1-5-1989 and 1-1-1996 is not unjustified and the Workmen are not entitled for any relief.

6. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2001

का.आ. 2979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइंस लि., के प्रबंधन के सदस्य नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/बैंगलूर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[स.एल-43012/6/94-आई.आर. (एम.)]
वो.एम. डेविड, अवर सचिव

New Delhi, the 12th October, 2001

S.O. 2979.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute, between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 9-10-2001.

[No. L-43012/6/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT "SHRAM SADAN", III MAIN, III CROSS,
II PHASE, TUMKUR ROAD, YESHWANTHPUR,
BANGALORE

Dated, 24th September, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com, LLB
Presiding Officer CGIT-Cum-Labour Court,
Bangalore.

C.R. No. 10/97

I PARTY :

The President,
Bharat Gold Mines Association,
No. 545, Near Punjabi Quarters,
Oorgaum Post,
Kolar Gold Field-563120
(Advocate-K. V. Sathyanarayana).

II PARTY :

The Managing Director,
Bharat Gold Mines Limited,
Oorgaum Post,
Kolar Gold Fields-563120.
(Advocate-A. S. Eopanna).

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/6/94-IR(Misc.) dated 29th December, 1994 for adjudication on the following schedule :

SCHEDULE

“Whether the enquiry conducted by Bharat Gold Mines Limited was fair and proper in connection with the dismissal of Shri Venugopal P.E. No. 176304 with effect from 1-7-1993 ? If not, what relief Shri Venugopal is entitled to and from which date ?

2. The first party union workman was working with the management. Charge-sheet was issued and enquiry was conducted. On the basis of the enquiry report the first party union workman was dismissed. Therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and counter respectively.

4. The case of the first party union is as follows :

5. It is the case of the union that the workman was appointed as General Labour by the second party management on 2-4-1984 for projects and contracts division and has put in 10 years of unblemished service till he was unreasonably dismissed with effect from 1-7-1993.

6. As per the understanding reached between the recognised union and the management, the project and contract division workers were allowed to work at K.G.F. mines once in 6 months for a shorter duration as per the requirements of the second party management and they will be reverted back to projects and contracts division.

7. It is the further case of the first party union workman that he was allocated to work along with 3 other workmen namely S/Shri Subramani, Maistry in charge, Mohanraj and Ramakrishnar, by Shri Ravikumar, Foreman at New Golconda Shaft. Nature of work is also stated in detail.

8. It is the further case of the union that the first party workman was directed to go and bring the mummy from where it is kept hidden to avoid others taking it for their use. When the workman went to bring the mummy as advised by the Maistry at N44 cross cut he was caught hold by the detective party alleging that he was involved in an illegal activity of pounding the GBQ pieces with the help of a 14 lbs hammer and one jumper spanner.

9. Regarding enquiry it is said that the charges were not explained. The day today proceedings are not explained. The enquiry is not correct. Full opportunity was not given to the first party union workman to defend himself. Charges are not correct. The union for these reasons and for some other reasons has prayed to pass award in favour of the workman.

10. The case of the Second party in brief is as follows :

11. It is true that the first party was appointed for projects and Contracts Division on 3-4-1984. It is not correct that he has put in 10 years of unblemished service. There is no understanding between the recognised union and the Second party. The first party workman was indulging in an act of gold stealing in that on 5-1-93 at about 12.40 P.M. He was caught in red handed by Shri Francis Peter, G. D. Havildar No. 184 and others at 33 level N. 45, Chatty stope of New Golconda Shaft while he was sitting and pounding the GBQ piece using 16 lbs. Hammer and jumper spanner. Charge sheet was issued and regular enquiry was conducted.

12. Regarding enquiry it is stated that the same is correct and full opportunity was given to the workman to defend himself. All the allegations made by the first party workman are not correct and misconduct is proved. The action of the management is correct. Management for these reasons has prayed to reject the reference.

13. It is seen from the records that the management examined one witness to prove that the enquiry is fair and proper.

14. It is seen from the records that this Tribunal by its order dated 19th June, 2001 has held that the Domestic Enquiry is fair and valid. Thereafter the matter was posted for arguments. I have heard arguments of both sides. I have perused all the records carefully.

15. Now that the enquiry is held as fair and as per there are no convincing grounds to say that the enquiry report is perverse and the findings is based without any evidence. In a situation like this it is very difficult to invoke the provisions of Section 11-A regarding punishment. There is nothing on record to show that the enquiry is perverse.

16. The learned counsel for the first party has filed copy of the acquittal order passed by the Judicial Magistrate I Class at KGF argued that the workman is acquitted and therefore, he may be reinstated. There is no merit in this arguments because that the party union workman has failed to establish that the findings of the Enquiry Officer are perverse. It may be a fact that the workman is acquitted in a criminal case but that will not help in interfering the finding of the enquiry officer.

17. Misconduct is proved. The learned counsel for the management has filed decision of the Karnataka High Court in Writ Appeal No. 5517-19/98 C/W. Writ Appeal No. 5599/98 and Writ appeal No. 522-23/99 and submitted that the High Court of Karnataka has held that in such cases when the management cannot any more repose confidence with the workman, it is always unsafe to reinstate such workmen who are of such conduct.

18. Keeping in mind the principles held in the above Writ Appeals and considering the facts, I am of the opinion that there is no merit in this reference. Accordingly I proceed to pass the following order.

ORDER

The reference is rejected.

(Dictated to PA, transcribed by her, corrected and signed by me on 24th September, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2001

का.या. 2980.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया, कोलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2001 को प्राप्त हुआ था।

[सं एल-32012/6/88-डी-III(बी.)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 12th October, 2001

S. O. 2980—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on 08-10-2001.

[No. L-32012/6/88 D. III (B)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA

Reference No. 05 of 1989

Parties : Employers in relation to the management
of Calcutta Port Trust, Calcutta

AND

Their workman

Present :

Mr. Justice Bharat Prasad Sharma
...Presiding Officer

Appearance:

On behalf of Management Mr. G. Mukhopadhyay,
Senior Labour Officer (IR)

On behalf of Workman Mr. S. Chakraborty,
Secretary of the Union.

State : West Bengal. Industry : Port & Dock.

AWARD

By Order No. L-32012/6/88-D. III (3) dated 1st of March, 1989 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Calcutta Port Trust, Calcutta in imposing punishment of reduction of pay by 5 stages for 3 years with cumulative effect on Shri Sk Saidul Islam, Acting Leadman ‘D V Seva’ is justified? If not to what relief the workman is entitled?”

2. The present dispute has been raised by the Calcutta Port & Shore Mazdoor Union on behalf of one workman S.K. Saidul Islam who was awarded punishment by the management to the effect of withholding of his 5 increments for 3 years in pursuance of a departmental proceeding conducted in this regard. In their written statement the union has stated that the said Saidul Islam was deputed to undertake ship keeping duty on D.V. Seva as an Acting Leadsman under the Superintendent, Dredger & Despatch Service controlled by the Director of Marine Department of the Calcutta Port Trust. It is further stated that on 18-12-1981 while S.K. Saidul Islam was going to his house on completion of his duty, he was apprehended by one C.I.S.F. personnel and was implicated in a criminal case with the allegation of theft and was detained by the Police. However, he was released on bail on the same day. Subsequently, after trial the Metropolitan Magistrate, 15th Court, Calcutta acquitted him of the charge brought against him. This order was passed on 10-01-1983. Thereafter, on 14-09-1983 the Director, Marine Department issued a chargesheet against the said workman on the same allegation on which he was tried by the Court and was acquitted and a departmental enquiry was also started against him. Shri Islam received chargesheet on 16-09-1983. He filed a petition on 23-09-1983 to permit him to take extracts and inspect certain documents for submission of his explanation, which was permitted and subsequently he submitted a statement of defence, after getting extension of time, on 27-10-1983. By an order dated 11/15-11-1983 the Director, Marine Department appointed one Captain P.P. Verma as Enquiry Officer and one Shri I. S. Kanpani was appointed as Presenting Officer during the contemplated departmental enquiry. However, on completion of enquiry the Enquiry Officer found him guilty of the charge brought against him and the disciplinary authority in agreement with the

findings of the Enquiry Officer imposed punishment of reduction in pay by 5 stages for 3 years with cumulative effect. A show cause letter was also issued in this regard on 29-01-1983 and S.K. Islam gave a reply on 18-02-1985 and finally the disciplinary authority awarded the punishment by order dated 25/26 February, 1985. Thereafter, the said workman also preferred an appeal before the appellate authority, which was rejected and the punishment was maintained. It is stated that the departmental enquiry initiated against the workman was under the provisions of the Calcutta Port Commissioners Employees (Disciplinary and Appeal) Rules, 1964. It is further stated that the proposed disciplinary enquiry was contemplated following a complaint made by the Commander of D. V. Seva dated 18-12-1981 and also a communication from the Dock Manager dated 11th January, 1983. It is stated that the workman who was apprehended by the C.I.S.F. personnel on 18-12-1981 was handed over to Police and subsequently was released on bail and thereafter he filed an application for allowing him to join service and resume duty and resumed the same on 20th December, 1981. It is stated that ordinarily considering the allegation of theft, which is a serious allegation and amounts to serious misconduct in service, a person is suspended, but in this case he was not suspended and actually the allegation was based on initial complaint by the Commander, D. V. Seva that he was informed that S.K. Islam was caught by C.I.S.F. personnel for taking a brass pulley taken from D. V. Seva and that this material was removed from one motor boat three sheaves Blocks from the Ford Store. It is stated that the initiation of the departmental proceeding pending trial of criminal case is not barred in law, but in the instant case, it was not started before expiry of about 8 months after the judgement was delivered by the Criminal Court. It is further stated that with a view to stop harassment of employee implicated in false criminal case representation was made to the management following which an administrative order was issued and it was circulated by the Secretary of the CPT having its reference No. 6945/E 2 dated 3rd May, 1983. It is stated that taking into consideration the directives circulated in the said circular, the action taken by the Director, Marine Department does not appear to be bonafide action and therefore the action taken by the Director is unjust, unfair and malafide and the punishment awarded to Sk. Saidul Islam amounts to vindictive action. It is also stated that the charge on which Sk. Islam was tried in Court and the chargesheet on which the departmental proceeding was started are similar and

the departmental enquiry was therefore illegal, unfair and motivated. It is also further stated that close examination of the proceedings of the departmental enquiry does not allow to derive the conclusion as reached by the Enquiry Officer and the Enquiry Officer has failed to examine the defence statement. It is stated that no step was taken by him to find out whether the Bridge No. 1 was open. There was no witness to prove that the C.I.S.F. personnel apprehended Sk. Islam inside the wicket gate No. 2 KPD with so called material in his possession. It is also stated that the reason for insisting issuance of the charge sheet by the C.I.S.F. personnel was not also enquired into and the Enquiry officer also did not examine physically whether 2 KPD gate and 2 KPD wicket gate can be looked after by one CISF personnel from 2 KPD gate. It is stated that it has not been established before the Enquiry Officer whether any brass pulley was actually lost from the D. V. Seva and actually no police report was made even after the commander made a formal complaint that one brass pulley was removed. It is therefore stated that the Enquiry Officer did not consider these points in a very irregular way derived the conclusion to induce the disciplinary authority for awarding a punishment by finding the workman guilty and he also illegally incorporated one paragraph as previous offence in his finding submitted before the disciplinary authority. It is stated that it appears that the enquiry report was forwarded to the disciplinary authority on 15-01-1985 with recommendation of punishment from the Superintendent, Dredger Despatch Services and as such the decision taken by the disciplinary authority was biased and failed to extend justice to Sk. Islam. It is, therefore, stated that from the facts stated it appears that the findings arrived at by the Enquiry Officer in the departmental enquiry was not just and proper and the punishment imposed upon the workman was vindictive, unfair and illegal. Accordingly, it has prayed that the management be directed to vacate the order of punishment imposed upon Shri Islam and payment of the legal dues be ordered to be made.

3. The management also filed a written statement in which the facts in general were admitted and it was submitted that the said S.K. Saidul Islam was apprehended by the Central Industrial Security Force personnel while crossing wicket gate No. 2 KPD with a brass pulley Roller which belonged to vessel D. V. Seva and was kept in the store of the said vessel from where it was removed and stolen by Sk. Islam. Thereafter Sk. Islam was handed over to the Police of South Port Police Station alongwith the stolen article by C.I.S.F. personnel and a criminal case

was registered against him, but subsequently the workman was acquitted by the Metropolitan Magistrate on benefit of doubt. It is further stated that the management decided to initiate disciplinary proceeding against the said workman on the charge of misconduct and the charge read as follows :

“That the said Sk. Saidul Islam is charged with gross misconduct inasmuch as while functioning as Acting Leadsman on board D. V. ‘Seva’, removed Brass Pulley Roller from ford store of D. V. ‘Seva’ and stolen the same on 18-12-1981”.

The statement of allegation on the basis of which the chargesheet was drawn up states that the said Sk. Saidul Islam, Acting Leadsman, D. V. Seva was caught red-handed by C.I.S.F. watchman at wicket gate No. 2 KPD with a brass pulley roller at 11.45 hours on 18-12-1981 and that this brass pulley roller was removed from motor boat's 3 sheave block which was placed at the ford store of D. V. Seva and was stolen. It is further stated that the disciplinary proceeding was contemplated in terms of the CPT Employees (Discipline & Appeal Rules, 1964 and according to the rules the Director, Marine Department happened to be the disciplinary authority in this case. It is also further stated that a memorandum of charge bearing No. 6603 dated 14-09-1983 together with a statement of charge, a statement of allegation was served on Sk. Saidul Islam by the Director and under the said memorandum of charge the Director asked Sk. Islam to reply to chargesheet by 29-09-1983 and to state whether he desired to be heard in person and also to furnish the names and addresses of the witnesses, if any, whom he wished to call in support of his defence, and also to furnish a list of documents, if any, which he wished to produce in support of his defence. It is further stated that he was asked to name his defence counsel, if any, and on receipt of the memorandum of charges, the workman prayed for some more time to submit his reply, which was allowed. But, he did not reply to the memorandum of charge. It is further stated that Mr. P. P. Verma, Superintendent, Dredger & Despatch Services was appointed Enquiry Officer and Mr. J. S. Kampani, Junior Chief Officer was appointed Presenting Officer by the Director, Marine Department, i.e., the disciplinary authority. It is further stated that the Enquiry Officer conducted the enquiry in accordance with the provisions of the Calcutta Port Trust Employees (Discipline & Appeal) Rules, 1964 and submitted his findings on 15-01-1985. It is also stated that all possible opportunities were extended to Sk. Islam by the Enquiry Officer to defend himself. It is stated that as the Enquiry Officer found Sk. Islam guilty of the charge levelled against him and the disciplinary authority was satisfied with the

findings of the Enquiry Officer, he proposed to inflict punishment of reduction of pay by 5 stages for 3 years with cumulative effect and issued a show cause notice to Sk. Islam on 29-01-1985 and the workman also submitted a reply on 18-02-1985 and after considering the reply of Sk. Saidul Islam, the disciplinary authority passed an order on 25/26-02-1985 imposing the proposed punishment. Thereafter, Sk. Saidul Islam preferred an appeal on 09-10-1985 against the order of the disciplinary authority, which was considered by the Deputy Chairman being the appellate authority and as the appeal was time-barred, the same was rejected. It is further stated that the Board contends that the entire allegations made in the written statement of the union is imaginary, false and concocted and save what are matters of record and save as what have been stated herein-after, all the allegations made by the union in their written statement are denied. The allegations have been denied para-wise accordingly. It has been stated that so far as the plea of challenging the departmental proceeding on the ground that there was delay in taking action and also that the workman was not suspended is concerned, it is stated the question of suspension is the discretion of the disciplinary authority and there is no time limit fixed for initiation of the chargesheets and the enquiry. It is also stated that the allegation is incorrect that the Enquiry Officer failed to examine defence statement or that the proceeding of enquiry does not allow to derive the conclusion as reached by the Enquiry Officer. All kinds of allegations made in the written statement of the union have been denied and described as imaginary, baseless and without any foundation.

4. It is clear that the present case is not covered by Section 11A of the Industrial Disputes Act, 1947 because it is not a case in which the workman has been discharged or dismissed by the disciplinary authority. Therefore, the only question which require to be decided is whether the Enquiry was fair and valid and if the enquiry on which the management relied on to inflict the punishment is found to be valid and legal, there is no scope for considering the adequacy or otherwise of the punishment.

5. In support of their respective cases both the parties have filed a number of documents. So far as the management is concerned, the documents filed and admitted in evidence on their behalf are as follows ; Ext. M-1 is the records of enquiry proceeding and report. Ext. M-2 is a letter dated 12-06-1979 from the Superintendent, Dredger & Despatch Service to the Deputy Commissioner of Police, Port Division regarding some incident of theft. Ext. M-3 is the memorandum dated 14-09-1983 issued to Sk. Saidul Islam. Ext. M-4 is a letter

dated 12-12-1981 from Sk. Saidul Islam to the Superintendent, Dredger & Despatch. Ext. M-5 is the letter dated 11-01-1982 from the Commander, D. V. Seva to Sk. Saidul Islam. Ext. M-6 is the letter dated 15-10-1983 from Sk. Islam to the Director, Marine Department. Ext. M-7 is the letter dated 27-11-1984 from the Assistant Secretary of the Calcutta Port & Shore Mazdoor Union to the Deputy Superintendent, Dredger & Despatch Service. Ext. M-8 is the letter dated 08-05-1984 from the Superintendent, Dredger & Despatch Service to the Assistant Secretary of the Union. Ext. M-9 is a letter dated 29-12-1983 from the Enquiry Officer to Sk. Saidul Islam. Ext. M-10 is a letter dated 18-02-1985 from Sk. Saidul Islam to the Director, Marine Department. Ext. M-11 is extracts of the Log Book of D. V. Seva. Ext. M-12 is a letter dated 18-11-1985 from the defence counsel of Sk. Islam to the Enquiry Officer. Ext. M-13 is the letter dated 29-01-1985 from the Director, Marine Department to Sk. Saidul Islam. Ext. M-14 is the order dated 25/26-02-1985 from the Director, Marine Dept. Ext. M-15 is the letter dated 06-08-1985 from Sk. Saidul Islam to the Director, Marine Department. Ext. M-16 is the appeal dated 09-10-1985 from Sk. Islam to the Chairman, CPT. Ext. M-17 is the letter dated 13-12-1985 from the Labour Adviser and Industrial Relations Officer to Director, Marine Department. Ext. M-18 is the letter dated 20th December, 1985 from Director, Marine Deptt. to Sk. Saidul Islam. Ext. M-19 is the letter dated 14-02-1987 from the Calcutta Port & Shore Mazdoor Union to the R.L.C. (C), Calcutta. Ext. M-20 is failure report of conciliation. Ext. M-21 is Calcutta Port Commissioner Employees (Discipline & Appeal) Rules, 1964. Ext. M-22 is a circular dated 3rd May, 1983 of the Calcutta Port Trust. Ext. M-23 is a letter dated 18-12-1981 from the Commander, D. V. Seva to Superintendent, Dredger & Despatch Service. On the other hand, Ext. W-1 on behalf of the union is representation dated 20-12-1981 from Sk. Saidul Islam. Ext. W-2 is the certified copy of the order in case No. P.R. 776 of 1981. Ext. W-3 is the memo dated 14-09-1983 issued by the Director, Marine Deptt. to Sk. Saidul Islam. Ext. W-4 is the representation dated 23-09-1983 from Sk. Saidul Islam to Director, Marine Deptt. Ext. W-5 is the letter dated 4/5-10-1983 from the Director, Marine Deptt. to Sk. Saidul Islam. Ext. W-6 is the representation dated 15-10-1983 from Sk. Saidul Islam to the Director, Marine Deptt. Ext. W-7 is the representation of Sk. Saidul Islam to the Director, Marine Deptt. Ext. W-8 is the order dated 11/15th November, 1983 regarding appointment of Enquiry Officer. Ext. W-9 is show cause notice dated 29th January, 1985. Ext. W-10 is representation dated 18-02-1985 from Sk. Saidul Islam to the Director, Marine Deptt.

Ext. W-11 is order of punishment dated 25/26 February, 1985 issued to Sk. Saidul Islam. Ext. W-12 is appeal dated 09-10-1985 from Sk. Saidul Islam to the Chairman, CPT. Ext. W-13 is a letter dated 20th December, 1985 from the Director, Marine Department to Sk. Saidul Islam. It is, therefore, obvious that many of the papers have been filed and admitted in evidence on behalf of both the parties.

6. So far as the oral evidence is concerned, one witness has been examined on behalf of the management. He is J. S. Kampani the Presenting Officer during the enquiry who has supported the fairness of the enquiry in his evidence and nothing significant has been elicited from him in his cross-examination.

7. So far as the union is concerned, it appears that the workman himself, Sk. Saidul Islam was examined on 21-12-1984, but even his examination in chief was not concluded and he was never produced subsequently for his further examination and cross-examination. Therefore, such a deposition stands expunged. Therefore, so far as the oral evidence is concerned, there is no oral evidence available to contradict the evidence led on behalf of the management regarding fairness of the enquiry.

8. So far as the plea taken on behalf of the union regarding non-suspension of the workman during the enquiry is concerned, it has been rightly submitted on behalf of the management that it is the discretion of the management whether to suspend a person or not and because of his non-suspension no illegality or irregularity can be attached to the enquiry and there is no question of any prejudice being caused to the workman.

9. Another point which has been taken on behalf of the union is that the management acted illegally in drawing up the proceeding after 8 months of the conclusion of the trial of criminal case against the workman which was against the instruction of the board. The concerned instruction of the board is Ext. M-22 from which it appears that there is no contemplation that the enquiry must be started within 3 months from the date of his acquittal; rather it has been stated that if no departmental action is initiated against an employee within a period of 3 months from the date of his acquittal by the Court, the period of his suspension should be treated as spent on duty, even if his acquittal is on benefit of doubt. It is, therefore, clear that this instruction is only for the purpose of giving benefit to the workman under suspension in course of the enquiry, if the enquiry is delayed one. In the present case, there was no suspension at all and the question of his being prejudiced on this account does not arise.

10. So far as the contention of the union that the charge on which the workman was acquitted by the Court was the same and similar as the charge in the chargesheet on which he was proceeded against is concerned, it is well settled that the criminal proceeding and the departmental proceeding are two different kinds of proceedings and even if a person is acquitted on the ground of benefit of doubt, there is no bar to proceed against him in departmental enquiry.

11. So far as the findings of the Enquiry Officer are concerned, it appears that it is based on the analysis of the evidence which was presented before the Enquiry Officer and after considering the entire evidence he arrived at the finding of guilt against the workman concerned. No other major infirmity or illegality has been pointed on behalf of the union so far as the enquiry proceeding is concerned and there does not appear to be any reason to feel that the workman has been prejudiced by the enquiry proceeding. The fairness or otherwise of the enquiry proceeding can be considered only on some grounds clearly laid down by their Lordships of the Hon'ble Supreme Court in the case of *Sur Enamel & Stamping Works Ltd. v. Their workman*, reported in 1965(11) LLJ 367 which is as follows :

"An enquiry cannot be said to have been properly held unless:

- (1) the employee proceeded against has been informed clearly of the charges levelled against him,
- (2) the witnesses are examined ordinarily in the presence of the employee in respect of the charges,
- (3) the employee is given a fair opportunity to cross-examine witnesses,
- (4) he is given a fair opportunity to examine witnesses including himself in his defence, if he so wishes on any relevant matter, and
- (5) the enquiry officer records his findings with reasons for the same in his report."

It is, therefore, clear that none of the criteria has been contravened or violated in course of the enquiry in this case as laid down by their Lordships. The enquiry, in the circumstance, cannot be held to be illegal, irregular or invalid. Therefore, the question of considering the adequacy or otherwise of the punishment does not arise.

12. In view of what have been stated above, the action of the management of Calcutta Port Trust in imposing punishment of reduction of pay by 5 stages for three years with cumulative effect on Shri Sk

Saidul Islam cannot be said to be unjustified. The workman accordingly shall not be entitled to any relief.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,

The 27th September, 2001.

नई दिल्ली, 12 अक्टूबर, 2001

का.अ. 2981:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के पंचाट प्रवर्धन के संबंध में नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2001 को प्राप्त हुआ था।

[सं.एल-32011/1/93-आई.आर. (एम.)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 12th October, 2001

S.O. 1981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Calcutta Port Trust and their workman, which was received by the Central Government on 08-10-2001.

[No. L-32011/1/93-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 04 of 1994

Parties : Employers in relation to the management of Calcutta Port Trust

AND

Their Workman.

Present :

Mr. Justice Bharat Prasad Sharma... Presiding Officer

Appearance :

On behalf of the Management Mr. S. Ghosh, Deputy Labour Adviser with Mr. M. K. Das, Senior Labour Officer.

On behalf of Workman Mr. P. Roy Chowdhury, Secretary of the union with Mr. G. Mukhopadhyay, Committee Member of the union.

State : West Bengal. Industry : Port & Dock.

AWARD

By Order No. L-32011/1/93-IR(Misc.) dated 20-1-1994 and Corrigendum of even number dated 18-11-1998 the Central Government in exercise of its powers under section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the following demands of the workmen of Calcutta Port Trust represented by Berthing Service Association is justified :

1. Termination of the settlement dated 20-8-82
2. Suitable monetary compensation to them w.e.f. 1-8-82 on account of additional work done by them due to absenteeism, depletion of strength, failure of the management to abide by the recommendation of the Officer-on Special Duty, employment on National Holidays etc. etc. and
3. Setting out in clear terms the duties and responsibilities of the Berthing Masters. If not what relief they are entitled to?”

2. The present reference has been made on the dispute raised by the union representing the cause of the employees of the Calcutta Port Trust (hereinafter to be referred as CPT) designated as Berthing Masters and Assistant Dock Masters. The department is headed by the Director of Marine Department of the CPT and the section in which the aforesaid persons work is headed by one Harbour Master, Port. The dispute has been raised in the context of a memorandum of settlement arrived at between the management of CPT and the office bearers, such as, the President and the Vice president of the union, known as Calcutta Berthing Service Association on 20th August, 1982. The said Association, subsequently, started questioning the origin and status of the agreement and made repeated demands to the management for termination of the impugned agreement, but when it could not be considered, a writ petition was filed before the Hon'ble High Court at Calcutta and an order was passed on 03-07-1991 in which the Association was ordered to raise a dispute with the appropriate authority and accordingly the dispute was raised before the RLC(C), Calcutta vide a letter dated 22-07-1991. The conciliation proceeding started before the Assistant Labour Commissioner (C), Calcutta and when the Conciliation efforts could not materialise, a failure report was submitted to the Ministry of Labour and accordingly the reference was made. It has been stated in the written statement filed on behalf of the union that the said agreement was a result of the manipulations of the management in order to avoid recommendations and to deprive the workmen of the recommendations made by the Officer on Special Duty (O.S.D. in short)

appointed by the Ministry of Shipping & Transport for the purpose of looking into the service conditions of the aforesaid categories of workmen. It has been stated that first of all the said memorandum of settlement is not in conformity with the Rule 58 of the Industrial Disputes (Central) Rules as it is neither in Form-H nor the copies of the same has been forwarded to the appropriate authorities as laid down. However, in course of the conciliation proceeding it was stated on behalf of the management that the said agreement was not made under the Industrial Disputes Act and therefore, it has been stated that this is a sufficient reason for termination of the agreement, which could not be acted upon. It has further been stated that in spite of the fact that the said agreement was not in accordance with the provisions of the Industrial Disputes Act and of the Industrial Disputes (Central) Rules and was therefore illegal, the management taking advantage of certain recitals in the disputed agreement has exploited the concerned workmen by depriving them of their legitimate demands and rights. In this connection, certain instances have been cited. One Shri J. C. Agarwal, IAS was appointed by the Union Government to go into the matters relating to the pay and allowances of Class-I and Class-II officers of Major Ports and Dock Labour Boards. He had the status of Officer on Special Duty and he had submitted a report which was submitted to the Government of India and the recommendations in the report had to be followed and acted upon. But, for the purpose of taking undue advantage of the helplessness and ignorance on the part of the workmen and concealing certain facts by misrepresenting, the management got the signatures of the two office bearers of the Association who signed the agreement. But, considering the nature of the things stated in the agreement, the workmen never accepted and agreed to the said agreement. It has been stated that in several matters the workmen concerned have been put to disadvantage as they have been denied the advantage of their weekly holidays, the national holidays and night waitage as well as the payment of expenses made by such workmen in attending different shifts. It is to be noted that the concerned workmen have to work in three shifts and the persons attending the first shift have to be provided with pocket expenses for the purpose of meeting their food requirements etc. It is also stated that victualing allowance was also provided in the recommendations of the O.S.D., but in the disputed agreement it has not been incorporated according to the recommendations and therefore the workmen have been put to loss and prejudicial situation and they have been financially penalised by way of reduction of their victualing allowance and proportionate deduction as contemplated in the aforesaid agreement. It has been also stated that the payment of telephonic

have also been reduced to the disadvantage of the workmen and daily allowance for attending the shift in absence of some absent employee of the category has also been reduced. It has been stated that according to the recommendation of the O.S.D. it was for the management to ascertain the shipping requirements reasonably and in advance; that the management was to ascertain minimum number of workmen needed to meet the necessary shipping requirement as pre-determined booking and the management was also required to allow all the remaining workmen not needed for shipping to enjoy their national holiday and thereby not be employed on national holidays. The contention was that it would allow the workmen not needed to enjoy national holiday and to ensure that the exchequer did not suffer unnecessary and meaningless financial loss, but, in terms of the agreement all these advantages which were likely to accrue to the Government have been taken away. Because of this agreement the rest hours of the workmen working in shifts have also been disturbed and it tails upon the health of the workmen apart from causing strain to their financial position. It has also been stated that the said agreement was supposed to be effective from 1st August, 1982, but it was signed on 20th August, 1982 which also appears to be absurd and improper. Regarding Clause 7 of the agreement, it has been stated that it is wholly illegal and contemptuous to the Hon'ble High Court of Calcutta in as much as it ignores the directions of the Hon'ble High Court. It has also been stated that Clause 7 of the agreement attempts to usurp power even higher than the Hon'ble High Court and it has been stated that though request was made to the management in this regard to revoke the agreement, instead of rescinding the impugned agreement, the management withstood their ground by saying that irrespective of the illegal status of the agreement, since the parties had already acted upon the agreement in good faith the terms of the agreement had become the service condition of the workmen. It has been stated that this way the impugned agreement has made it obligatory on the part of the Berthing Masters to accept employment in place of a absentee which was in direct conflict with the decision of the Hon'ble High Court and the workmen have also been deprived of their legitimate right. It is stated that it is surprising that the management inspite of these improprieties and illegalities continued to follow the instructions strictly to the prejudice of the workmen. It has been stated that though the vacancies were there, the management did not try to fill up the vacancies and forced the present staff members of the union to work in different shifts and thereby they have been deprived of the rest facility. In this view of the matter, it has been prayed that the impugned agreement be immediately terminated and the management be directed to

pay full compensation in compliance with the orders within a stipulated period. It has also been prayed that a direction be given to the management to implement the recommendations of the Officers on the special Duty without any local interpretation with effect from 01-01-1979.

3 The management also filed a written statement and it has been stated that there are four categories of employees in the CPT classified as Class I, Class-II, Class-III and Class-IV cadres and they are guided by the Calcutta Port Employees (other than Haldia Dock Complex) (Recruitment, Seniority & Promotion) Regulation 1989. It has been stated that there are posts of Assistant Dock Master in the scale of Rs. 3750—5430 and the posts of Berthing Master in the scale of 2400—5120 under the Harbour Master and that these posts are Class-I posts and, therefore, it has been stated that the two categories of Workman do not belong to the category of 'workman' under the Industrial Disputes Act and therefore the present reference cannot be termed as a case of industrial dispute. It has further been stated that actually Shri J.C. Agarwal, I.A.S. was appointed in 1977 as Officer on Special Duty in the Ministry of Shipping and Transport, Government of India and that he had submitted his report in 1978 and the recommendations in the report were implemented in the CPT in terms of the letter of the Ministry of Shipping and Transport dated 16-01-1979. It is further stated that for the purpose of implementation of certain recommendations of the O.S.D. and the issues arising out of introduction of a system of granting a day off in the week to each Berthing Master in a staggered manner, an agreement between the Calcutta Berthing Services Association and the Calcutta Port Trust was signed on 20th August, 1982. It is further stated that the said agreement was not a settlement under the Industrial Disputes Act and that the Calcutta Berthing Service Association have at no point of time denied the existence of the agreement. It is further stated that the terms and conditions of the agreements were implemented in full so far as the management of CPT is concerned and that both the Calcutta Berthing Service Association and the CPT had been acting on the basis of the said agreement in good faith. It is, therefore, stated that since both the parties to the agreement have been continuing to act as per the terms and conditions laid down in the agreement, terms and conditions of the agreement have become conditions of service for the Berthing Masters and Assistant Dock Masters. It is further stated that since the agreement in question was not a settlement under the Industrial Disputes Act, the question of termination of the agreement as per the provisions of the Act does not arise. It is further stated that even if the agreement is

terminated the conditions of service arising out of the terms and conditions of the agreement would continue to exist till such time a further agreement replacing or modifying the same is arrived at between the parties. It is, therefore, submitted that the prayer of the Association for termination of the settlement has no merit. It is also further stated that the demand for suitable monetary compensation to the members of the Calcutta Berthing Service Association is vague, without any basis and justification and the monetary compensations are being paid in terms of the agreement. Therefore it is stated that no demand for any suitable monetary compensation can arise in view of the fact that the agreement has become effective from the date of agreement. It is also further stated that members of the Calcutta Berthing Service Association are not required to perform additional work due to absenteeism and the Association may be put to strict proof of their contention. It is also stated that there has been no depletion of strength in the cadre of Berthing Master since 1992 and after the agreement four probationary Berthing Masters with sea experience or certificate of competency were recruited between 01-10-1982 to 30-06-1983 and three of them qualified as Berthing Masters on 12-10-1983. It is further stated that at present there are 36 Berthing Masters on roll and other 13 probationary Berthing Masters are there and there is no vacancy in the sanctioned strength of the Berthing Masters. In the written statement it has also been shown by giving data that there has been regular reduction in the quantum of work for the Berthing Masters and it is denied that there has been failure on the part of the management to abide by the recommendations of the O.S.D.; Rather, it has been stated that the recommendations of the O.S.D. on night allowance have been duly implemented and the formulation of a system for the purpose of implementation of the recommendations by an agreement between the CPT and the Calcutta Berthing Service Association cannot be construed to be an attempt to change the recommendations. It is also further stated that the recommendations of the O.S.D. on "Work on weekly day of rest or holidays" includes recommendations on national holidays and in paragraph 5.90 the recommendation has been made like this "Subject to the qualification mentioned in paragraphs 5.91 to 5.93 below, where an officer is required to work on his weekly day of rest as a part of the pre-determined arrangement for a full day or more than a full day of 8 hours, he should be allowed a compensatory day off and should, in addition, be granted half a day's basic pay and dearness allowance. It is further stated that the recommendation of the O.S.D. on three national holidays falls within the recommen-

dation 'work on weekly day of rest or holidays' as follows "having regard to the relevant factors, I consider that if an officer is required to work as a part of pre-determined arrangement on the three national holidays, namely, 26th January, 15th August and 2nd October, he should be treated and compensated as he has worked on his weekly day of rest and I recommend accordingly." It is, therefore, stated that the members of the Calcutta Berthing Service Association are compensated in accordance with the recommendations of the O.S.D., if they are to work for a full day or more than a full day of 8 hours on the three national holidays. It is also further stated that another reference is already pending adjudication as Reference No. 28 of 1991 with the schedule as follows :

"Whether the action of the management in refusing to conduct job analysis of the Berthing Masters and Assistant Dock Masters and fixing the norms of their duties and also refusing to formulate/evolve the scheme for paying incentive is justified or not? If not, to what relief the concerned workmen are entitled to?"

In this context it is further stated that the duties and responsibilities of the Berthing Masters have been clearly defined in the "Rules for guidance of the berthing officers" published as far back as in 1959 and therefore, it is stated that demand for setting out duties and responsibilities of the Berthing Masters and Assistant Dock Masters do not arise. However, the statements of the union in their written statement have been denied parawise, but it is not necessary to repeat it here.

4. So far as the evidence is concerned, it appears that one witness was earlier examined on behalf of the union on 09-01-1996, but his examination itself had remained inconclusive and subsequently he was given up and his deposition, therefore, stands expunged. WW-2 was later examined on 11-01-1999 and he has proved some documents including memorandum of settlement Ext. W-1, copy of the order of the Hon'ble Calcutta High Court Ext. W-2, record notes of discussion between the management of CPT and Calcutta Berthing Service Association dated 05-02-1991 regarding the settlement Ext. W-3. He has also further stated that he has no knowledge whether in accordance with the order of the Hon'ble High Court the Central Govt. directed the CPT to enter into a fresh settlement after terminating the settlement Ext. W-1. He also further stated that the union did not agree in the meeting with the management that the terms of the agreement were followed in good faith and also did not agree that the terms and conditions laid down in the agreement became servicecondition of the concerned workmen and

accordingly he has stated that he prays for termination of the agreement. He has also further stated that the union has prayed for compensation on account of the loss and sufferings of the workmen and has also prayed that a scheme may be framed by the Tribunal directing the management to give the relief as prayed for by the union. He stated in his cross-examination that they have given a notice to the management for termination of the settlement, but the management refused to terminate the settlement in a meeting in the Marine Department. He also denied the suggestion that the management did not refuse to terminate the settlement. He has further stated that the management has failed to fill up the vacancies consequent to retirement of the Berthing Officers and therefore, extra load of work had to be performed by the existing workmen. He, however, admitted that Reference No. 28 of 1991 is pending before this Tribunal in respect of job analysis, fixing norms of duties and scheme for incentive for the Berthing Masters and Assistant Dock Masters.

5. So far as the management is concerned, it did not like to examine any witness and only some documents filed on behalf of the parties have been relied upon.

6. So far as the documents are concerned, Ext. W-1 is the copy of the memorandum of settlement dated 20th August, 1982 which is the subject matter of challenge in this reference. Ext. W-2 is the copy of the order of the Hon'ble High Court at Calcutta dated 03-07-1991 passed in a writ petition filed on behalf of the workman. Ext. W-3 is note of discussion held in the room of Director, Marine Department on 8-1-1991 prepared on 05-02-1991. So far as the management is concerned, copy of the report of the O.S.D. is Ext. M-1. The note of the Chairman regarding revision of pay and allowances of Class-I and Class-II officers of the Major Ports and Dock Labour Boards on the recommendation of the O.S.D. is Ext. M-2 stating that the recommendations of the O.S.D. have been accepted by the Government of India in the Ministry of Shipping & Transport and therefore, it is implemented in the CPT. The letter of the Ministry in this regard is annexed to this Ext. M-2. Ext. M-3 is the same memorandum which is the subject matter of the present dispute.

7. It appears that a point of law has been raised on behalf of the management that because the workman concerned happened to be officers of Class-I and Class-II category and they cannot be treated as workman under the Industrial Disputes Act, 1947, the present dispute is not to be treated as an industrial dispute. In this regard attention was drawn towards an order of this Tribunal in order dated 8th November, 1982 in Reference No. 70 of 1979. From the copy

of the order it appears that the matter under reference in the aforesaid Reference No. 70 of 1979 was "Whether the demand of the Berthing Masters and Assistant Dock Masters of the Calcutta Port Trust for allowing them time for tea and tiffin and for changing cloths and for washing in between their shift hours is justified. If so, to what relief are they entitled?" In this case also a similar point was raised on behalf of the management and the matter was decided as preliminary issue and after discussing some case laws on the point, the Tribunal held that the Berthing Masters and Assistant Dock Masters are held to be workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. Therefore, so far as this point is concerned, it need not be discussed and decided again.

8. So far as the merit of the claim of the workman is concerned, it is obvious that these demands have been made regarding which the Tribunal is required to pass Award. Point No. 1 relates to the termination of the settlement dated 20-08-1982. The second point relates to grant of suitable monetary compensation to the workmen with effect from 01-08-1982 on account of additional work done by them due to absenteeism depletion of strength failure of the management to abide by the recommendations of the O.S.D. and deployment on national holidays etc. Point No. 3 relates to whether the demand for setting out in clear terms the duties and responsibilities of the Berthing Masters and Assistant Dock Masters is justified.

9. So far as the third point is concerned, it has been admitted by both the parties that Reference No. 28 of 1991 directly relates to this point and it will not be proper and necessary to give any finding on this point, which will be finally decided and settled in Reference No. 28 of 1991.

10. So far as the point number 2 is concerned, it has been rightly submitted on behalf of the management that all kinds of vague allegations have been made in the pleading, but so far as the evidence is concerned, no positive material or so to say no evidence at all has been produced before the Tribunal in this regard. There is no doubt about it that neither the only witness examined on behalf of the workman has stated anything in order to support the claim by furnishing any figure or data, nor there is any document available to ascertain as to what loss has been suffered by the employees concerned. Therefore, the entire allegation in this connection remains to be completely vague and superficial in nature. In such circumstance there is no question of recording any finding on this point.

11. So far as the first point is concerned, it becomes admitted that the memorandum of settlement dated 20th August, 1982 is not a memorandum

under the provision of the Industrial Disputes Act, 1947. The union alleged that the memorandum is illegal because it was not prepared in accordance with the requirement of law and under Rule 58 of the Industrial Disputes (Central) Rules and therefore it is not fit to be retained and should be declared illegal and invalid and should be revoked. On the other hand, it has been stated on behalf of the management that this memorandum of settlement does not happen to be a settlement under the Industrial Disputes Act, 1947. Therefore, much controversy is required so far as the nature of this settlement is concerned. It appears that this is the reason that is why the parties did not adduce unnecessary evidence on the point and cut short the matter. It appears that a settlement to be legally drawn up and finalised is to be in conformity with Rule 58 of the Industrial Disputes (Central) Rules, 1957 and requirement of this Rule is that it is to be signed by the employer as well as any officer of the trade union of the workmen or by five representatives of the workmen authorised in this behalf at a meeting of the workmen held for the purpose. So far as the workmen are concerned, they have challenged this memorandum on the ground that the officer who signed was not authorised, nor any such resolution was adopted by the union. It has also been pointed that such a memorandum has to be drawn up in Form—H which has not been done, and the third requirement is that the copies of the memorandum has to be sent to the Regional Labour Commissioner, the Chief Labour Commissioner (Central), New Delhi and to the Secretary to the Government of India, Ministry of Labour, New Delhi. But, nothing of the kind had been done. Therefore, the settlement lacks the sanctity of a legal settlement. In this regard it is also important to note that when this matter was raised before the Hon'ble High Court of Calcutta in a writ petition, an order was passed on 03-07-1991 by a Division Bench in which it was observed that it was not proper for the parties to challenge this settlement before the High Court and therefore it was observed that it should be agitated before the appropriate authority for termination of the memorandum of settlement and it was further observed by their Lordships that "If any dispute is raised before the appropriate authority, i.e. the Central Government, Labour Department, it will consider the same and pass necessary orders accordingly in the matter directing the Calcutta Port Trust to enter into a fresh settlement in accordance with the law after terminating the existing memorandum of settlement". Their Lordships further observed that the "Said authority is directed to act on the direction passed by this Court today as expeditiously possible preferably within two months from the date of communication of the copy of this order". Therefore, it is obvious that the Hon'ble High Court also felt it that the memorandum of settlement in question

is not fit to be retained, but because of the technical difficulties the Hon'ble High Court could not pass any order itself and directed the appropriate authority, i.e., the Central Government in the Ministry of Labour to pass an order in unequivocal term that the present memorandum of settlement should be revoked and the management should be directed to enter into a fresh settlement according to law.

12. I feel that whatever has been observed by their Lordships in the aforesaid order is actually proper and the direction of the Hon'ble High Court should have been followed in letter and spirit, but, unfortunately, it has not been done and unnecessarily this reference has been made. It may be mentioned here that there is no provision in law to enable this Tribunal to pass an order of revocation of a settlement arrived at between the parties and therefore an order to this effect cannot be passed. As a matter of fact, the power in this connection lies with the appropriate Government, i.e., the Central Government in the present case under the provisions of Section 19 of the Industrial Disputes Act, 1947 and no such power has been vested in the Tribunal. However, I also reiterate that the memorandum of settlement in question is fit to be abandoned, revoked and rescinded at an early date and the management should at once take steps for arriving at a fresh settlement, otherwise the management should strictly follow the recommendations of the Officer on Special Duty approved by the Government of India also as indicated earlier and in no case the workmen should be deprived of their legitimate rights as per the recommendations of the Officer on Special Duty.

13. In the circumstance, the reference is accordingly answered and disposed of in terms of the observations made above.

B.P. SHARMA, Presiding Officer
The 25th September, 2001.
Dated, Kolkata

नई दिल्ली, 12 अक्टूबर, 2001

का.आ. 2982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पूरनापानी लाईम स्टोन एवं डोलोमाइट क्वेरी आफ राँ मेटिरियल डिविजन, सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 08/10/2001 को प्राप्त हुआ था।

[सं. एल-29012/126/94-आई-आर. (एम)]
वी. एम. डेविड, अवर सचिव

New Delhi, the 12th October, 2001

S.O. 2982.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar

as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Purunapani Lime Stone & Dolomite Quarry of Raw Material Division, SAIL and their workman, which was received by the Central Government on 8-10-2001.

[No. L-29012|126|94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSIS (Sr. Branch), Presiding
Officer, C.G.I.T.-Cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 10|2001

Dated of Conclusion of the hearing 7th September,
2001

Date of Passing Award-26th Sept. 2001

BETWEEN

The Management of The Asst. General Manager
Purunapani Lime Stone & Dolomite Quarry of
Raw Material Division, SAIL, P.O. Purunapani,
Dist. Sundargarh-770 035. ..1st Party-Mgt.

AND

Their Workman, represented through the
Secretary, Rourkela Shramik Sangh,
P.O. Purunapani, Dist. Sundargarh-770 035 ..2nd
Party-Union.

APPEARANCES :

Shri R. C. Tripathy, A.C.L.O. .. For the 1st
Party-Management.

Shri N. C. Mohanty, Advocate .. For the 2nd
Party-Union.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-29012|126|94-IR(Misc.), dated 12-7-95:

"Whether the action of the Management of Purunapani Limestone & Dolomite Quarry of Raw Material Division, SAIL, in superannuating Shri Ramgopal Singh with effect from 31-8-1994 while the dispute for wrong recording of date of birth was pending before the Conciliation Officer i.e. Assistant Labour Commissioner (C), Rourkela was justified? If not, to what relief the workman is entitled to?"

2. The case of the Union (herein-after called as the 2nd Party) may be stated in brief. One Shri Ramgopal Singh (Witness No. 1) examined on behalf of the 2nd Party joined in the services under the 1st Party-Management as Pump Operator on temporary basis in the year 1960. His service was regularized in January 1961 in P-I Scale. He was superannuate on 31-8-1991. According to the 2nd Party the actual Date of Birth of Ramgopal Singh was 7-3-1943 but it was wrongly recorded as 15-8-36. So he made representation to the 1st Party-Management for correction of his Date of Birth which was rejected and he was retired. The 2nd Party-Union has raised his dispute and failure of the reconciliation this reference has been made.

3. The 1st Party-Management in their Written Statement has pleaded that, the 2nd Party joined as Pump Driver from 23-1-1961. As per the practice all the employees while joining in the services were asked to submit their particulars in a Form called the descriptive roll, declaring their name, date of birth, educational qualification and etc. On the basis of such declaration the date of birth of the 2nd Party was recorded as 15-8-1936. But inadvertently he date of birth was wrongly recorded in his service register. When it was found the 2nd Party-Workman was intimated about the non-acceptance of the erroneous date of birth entered into the service book. When the 2nd Party-Workman made a representation the Management with a view to afford him an opportunity and to comply the principle of natural justice, constituted an enquiry committee to ascertain the correctness of his representation for purpose of determining his Date of Birth. The Enquiry Committee conducted an enquiry but the 2nd Party-Workman did not attend the enquiry. The Enquiry Officer after taking into consideration of all the relevant materials and the documents available the 1st Party-Management recorded a finding that the date of birth of the 2nd Party-Workman was 15-8-1936. The Management has further averred that the 2nd Party-Workman has produced the forced certificate stating that his Date of Birth is 7-3-1943 but not 15-8-1936.

4. On the pleadings of the parties the following Issues have been framed.

I. Whether the reference is maintainable?

II. Whether the action of the Management of Purunapani Lime Stone and Dolomite Quarry in superannuation Shri Ramgopal Singh with effect from 31-8-1994 while the dispute for wrong recording of date of birth was pending before the Conciliation Officer i.e. Assistant Labour Commissioner (C) Rourkela was justified?

III. If not to what relief the Workman is entitled to?

5. On behalf of the 2nd Party-Workman one witness has been examined and some documents like Ext 1 and Ext-2 have been exhibited. On the other hand the Management has examined two witnesses and exhibited a number of documents in support of their stand.

FINDINGS

ISSUE NO. I

6. No materials have been placed on behalf of the 1st Party-Management that the reference is not maintainable. The dispute has been raised by the Union on behalf of the Workman. So in my opinion, the reference is maintainable. This Issue is answered in favour of the 2nd Party-Workman.

ISSUE NO. II

7. The case of the 2nd Party-Workman is that actually his date of birth is 7-3-1943 but wrongly it has been recorded in his Service Book as 15-8-36. He has produced the Xerox copy of the School Leaving Certificate which has been exhibited in this case as Ext.-I. No explanation has been offered as to what happened to the original. This Ext.-I is not the duplicate certificate issued to the 2nd Party-Workman. No doubt this Ext.-1 discloses that the date of birth of the 2nd Party-Workman is 7-3-1943 but this entry has been made in another ink causing doubt about the date. Ext.-C is the copy of the descriptive roll of the 2nd Party-Workman. In this the date of birth has been mentioned as 15-8-1936. In the Column meant for educational qualification nothing has been mentioned. The Management informed the 2nd Party in the year 1976 that his date of birth is 15-8-1936 but not 7-3-1943. In the application proforma for medical card the date of birth of the 2nd Party-Workman is mentioned as 15-8-1936. The 2nd Party-Workman in his cross examination he has admitted that he enclosed his School Leaving Certificate (which has been marked as Ext.-A) when he made his representation (Ext.-2). There is difference between the Ext.-1 and Ext.-A. The Ext.-1 produced by the Workman in which the date of birth has been mentioned as 7-3-1943. In the Ext.-A which was also produced by the Workman in which the date of birth has been indicated as 9-3-1943. I am unable to understand how two types of School Leaving Certificate can be granted to one person. In my opinion, the documents exhibited in Ext.-1 and Ext.-A appears to be suspicious documents.

8. It has been submitted on behalf of the 1st Party Management that this Tribunal has got no jurisdiction to correct the date of birth and this power is only lies with the Civil Court. According to the 1st Party-Management, the 2nd Party-Workman had not taken any step for correction of his date of birth when it came to his notice that, there was mistake in recording of his date of birth. It has been further submitted that the claim of the 2nd Party-Workman to change the date of birth raised at a belated stage should not be accepted. On the other hand it has been submitted on behalf of the 2nd Party-Workman that the date of birth changed by the 1st Party-Management was done without giving opportunity to the Workman, and thereby there has been violation of principles of natural justice. According to the 2nd Party-Workman the re-fixation of the date of birth without recording any evidence is illegal. Reliance has been placed in the case of State of Orissa, Vrs.-Dr. (Mrs.) Binapani Devi & Others, reported in 1967 (2) LJI SC 266.

9. I have already pointed out that the Xerox copy of the School Leaving Certificate produced by the 2nd Party-Workman varies from each other. No original certificate has been produced by the Workman. The fact that an enquiry was conducted for determining the date of birth of the 2nd Party-Workman on receipt of the representation has not been disputed by the 2nd Party-Workman. But he had not attended the enquiry. So it can be said no reasonable opportunity was given to the 2nd Party-Workman. When the date of birth of the workman was re-fixed. Moreover the 2nd Party-Workman had not taken shelter before the Civil Court for declaration of his date of birth. It has been further submitted on behalf of the Management that, the claim of the 2nd Party-Workman that his date of birth is 7-3-1943 does not appear to be probable because if that is accepted it would appear that he was under age when he joined in the service. I find much force in this contention. The 2nd Party-Workman has himself stated in his evidence that he joined in the year 1960. If his date of birth is accepted as 7-3-1943 his age at the time of entering into service is about 17 years. No person below the age of 18 years can be appointed. So, I agree with the submission made on behalf of the 1st Party-Management that the date of birth recorded as per the declaration of the 2nd Party-Workman was 15-8-1936 and he was rightly superannuated on 31-8-1994. The Management has also produced the materials (Ext.-O) to satisfy the Tribunal that the Principal of the School where the 2nd Party-Workman stated to have been studied has intimated that both the Ext.-1 and A are not genuine. In the above circumstances, in my opinion, the action of the 1st Party-Management in superannuating the 2nd Party-Workman with effect from 31-8-1994 is legal and justified. The pending of the re-conciliation proceeding before the Assistant Labour Commissioner (Rourkela) would be of no ground to allow the 2nd Party-Workman to continue into service even after he was superannuated on 31-8-1994. Hence this Issue is answered in favour of the Management.

9. ISSUE NO. III

In view of my above findings in respect of Issue No. II, the 2nd Party-Workman is not entitled for any relief.

10. Hence the reference is answered accordingly. Dictated & Corrected by me.

S. K. DIAL, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2001

का.प्र. 2983 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार भारत गोल्ड माइन्स लि., के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[सं. एल-43012/21/89 अर्द्ध-वार (एम)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 12th October, 2001

S.O. 2983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 9th October, 2001.

[No. L-43012/21/89-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, "SHRAM SADAN", III MAIN,
III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE

Dated, 28th September, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.,
Presiding Officer,
CGIT-cum-Labour Court,
Bangalore.

COMMON AWARD

C.R. No. 5/90

I PARTY

The President,
Bharat Gold Miners' Association,
No. 545, Punjabi Line,
Oorgaum P.O.,
K.G.F.-563120.
(Advocate—Sathyanarayana).

II PARTY

The Managing Director,
Bharath Gold Mines Ltd.,
Oorgaum (PO),
K.G.F.-563120.
(Advocate—Shri A. S. Boppana).

The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/19/89-IR (Misc.) dated 29th January, 1990 for adjudication on the following schedule :

SCHEDULE

"Whether the dismissal of Shri Subramani, Rock Drill Operator, P.E. No. 124617 of Champion Reef Mine, Bharath Gold Mines Ltd., K.G.F. on charges of theft of employer's property is justified? If not, to what relief he is entitled to?"

C.R. No. 12/90

I PARTY

The President,
Bharat Gold Miners' Association,
No. 545, Punjabi Line,
Oorgaum (P.O.),
K.G.F.-563120.

(Advocate—Sathyanarayana).

II PARTY

The Managing Director,
Bharath Gold Mines Ltd.,
Oorgaum (PO),
K.G.F.-563120.

(Advocate—Shri A. S. Boppana).

The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/21/89-IR (Misc.) dated 16th February, 1990 for adjudication on the following schedule :

SCHEDULE

"Whether the dismissal of Shri Rajoo, Pack Wall Maistry, P.E. No. 082238 of Champran Reef Mine, Bharath Gold Mines Ltd., K.G.F. on charges of theft of employer's property is justifiable? If not, to what relief he is entitled to?"

2. These two cases arise out of the same incident and dispute is raised which is referred for disposal.

3. Two workmen were working with the management and the allegations are that they committed theft. Enquiry was conducted and on the basis of Enquiry Report they were dismissed from service. Therefore Industrial Dispute is raised.

4. Parties appeared and filed Claim Statement and Counter respectively.

5. Before I proceed further I would like to mention that these 2 references were disposed off by this Tribunal by its order dated 18th June, 1999. The workmen took up the matter before the High Court of Karnataka and the High Court of Karnataka allowed the Writ Petition and remanded the matter for fresh disposal as per directions.

6. After remand both parties appeared and adduced evidence. Arguments were heard.

7. One more development is that workman Mr. Raju in CR. No. 12/90 has expired during the pendency of the proceedings and his LR's are brought on record.

8. The case of the first party workmen in brief is as follows :

9. These two workmen were working with the management. They worked honestly, sincerely and diligently. The management issued charge sheet against these two workmen contending that they were indulged in theft of Rich GBQ pieces and one Kg powder. The allegations are not correct. Charge Sheet is not correct.

10. Regarding enquiry it is said that the Domestic Enquiry which was held from 10-11-1988 to 10-1-89 is not correct and full opportunity was not given to the workmen to defend themselves. The charge sheet is very vague. The notice of enquiry did not accompany any documents and the workmen had no opportunity to defend themselves. Many other allegations are made regarding enquiry.

11. It is the further case of the workmen that the action of the management is not correct. It is seen from the records that both the workmen have filed separate Claim Statement but the grounds are similar.

12. The case of the management in brief is as follows :

13. It is the case of the management that Charge Sheet was issued to the workmen as they were indulged in an act of dishonesty. The explanation given by the workman was not correct. Enquiry conducted by the management is fair and proper. The management is fully justified in dismissing these workmen from service because charges are proved.

14. Regarding enquiry it is said that full opportunity was given to the workmen and the enquiry was conducted properly. All the allegations made by the workmen are not correct. All the proceedings were translated and the Enquiry Officer gave full chance to cross examine the witnesses. The property was under police custody and the magazor was proved Management for these reasons and for some other reasons has prayed to reject the reference.

15. It is seen from the records that this tribunal by its order dated 19th November, 1992 passed orders on Preliminary issue holding that the Domestic Enquiry is not fair and proper. Thereafter the management was asked to prove the misconduct before this tribunal.

16. Management in order to prove that the Domestic Enquiry is fair and proper, examined MW1. After the finding of Preliminary Issue management, in order to prove the misconduct independently before this Tribunal examined MW2, K. Balaraman, MW3, Shri Meghanathan, MW4, Joginder Singh and MW5, Shri Natarajan.

17. Before I proceed further, let me state that MW2 and MW3 were cross examined at length. MW4 and MW5 were not cross examined and these workmen aggrieved by this, took up the matter before the High Court of Karnataka and the matter is remanded with the direction to give full opportunity for the parties. In other words the opportunity was to be given for cross examining MW4 and MW5 and further evidence if adduced has to be recorded. Accordingly after remand MW4 and MW5 were cross examined. Management examined one witness, MW6. Thereafter one of the workman who is alive and the LR of late Shri Rajoo got examined themselves.

18 I have heard the arguments I have carefully perused the entire material before me. I have read the decisions cited by the counsels appearing for the parties.

19. Admittedly when the Domestic Enquiry is held as not fair and proper the management has to prove the misconduct independently before this Tribunal.

20. It is true that the standard of proof for proving theft in a Criminal Court is that the guilt has to be proved beyond doubt. But so far as these proceedings are concerned I am of the opinion that there must be atleast prima facie evidence against these workmen to prove the misconduct i.e. the offence of theft.

21. Let us scrutinise the evidence before us strictly with the documents.

22. At the very outset I am of the opinion that the evidence of MW2 to MW6 is not sufficient to prove theft as alleged by the management against these two workmen because there is no prima facie evidence to prove theft against these workmen. It is in the cross examination and also in the evidence of the management witnesses that no articles i.e. the properties alleged to have been stolen is recovered from the possession of these workmen. The evidence of Mr. Balram will not throw any light except saying that he caught hold of Rajoo, the deceased workman.

23. It is in the cross examination of the witnesses of the management that there was no full light and only head lamps were used. It is in the cross examination of MW5 that he saw 10-15 workers working there and he does not know anything about Criminal case. In view of this cross examination it is difficult to believe the evidence of K. Balram to fix the offence of theft against these workmen.

24. For the reasons best known to the management Mr. Roshanlal is not examined. According to management, Roshanlal is the material witness. During the course of arguments it was submitted by the learned counsel for the management that Roshanlal has taken Voluntary Retirement and his whereabouts are not known.

25. In my opinion in the given circumstances this explanation is not proper. The management definitely could have secured Roshanlal. Balram has stated in his cross examination that Roshanlal searched two workmen and found nothing. This is very material. It is in the cross examination of Balram that head light was also not used by them.

26. Taking all this into consideration it is difficult to believe the evidence of Shri Balram. Again the evidence of Meganathan, MW3 is not helpful to prove theft against these workmen. MW3 says in his cross examination that he did not go to the underground immediately after he received the telephonic message. In other words he goes to the spot afterwards. All the witnesses have only said that the names of these workmen were ascertained afterwards. So also is the evidence of MW5. He also says that Roshanlal searched Subramani and found nothing. Only this would go to show that there is no prima facie evidence against these workmen to prove theft directly.

27. MW6 is also examined after remand. His evidence is not relevant to prove theft and misconduct. His evidence is that the value of seized article is

Rs. 808. I have scrutinised the evidence to see whether prima facie misconduct is proved but in my opinion misconduct is not proved and the evidence before me is not convincing to the extent which is required for our purpose as stated earlier.

28. It was argued by the learned counsel for the first party that the management had filed Police Case and the workmen were acquitted by the competent criminal court and in support of this, the workman have produced the judgement of the competent criminal court in CC No. 621/89. The learned counsel for the first party also relied 2 decisions viz. AIR 1999 SC 1416 and WP No. 28105/1998 of the High Court of Karnataka. I have read them carefully.

29. Keeping in mind the principles held in the above decisions and the evidence before me, I am of the opinion that the same is not sufficient to prove theft. The competent Criminal Court has acquitted these workmen.

30. In otherwards charge of theft is not proved. Against this learned counsel appearing for the management relied decision reported in 2000 II LLJ page 13699. The facts of the above decision are quite different from the facts of the case on hand. Because in the instant case misconduct itself is not proved. I have given my best consideration to the evidence before me and I am of the opinion that the misconduct is not proved by the management.

31. It was submitted by the learned counsel appearing for the management and the workmen that Bharat Gold Mines is closed and even the present workers are not getting any salary and litigation is pending before the High Court of Karnataka. It is also clear that one of the workman, Mr. Rajoo is no more.

32. In view of the finding given me that the misconduct is not proved, in my opinion ends of justice will meet if the order of dismissal is converted into order of Compulsory Retirement so that some monetary benefits which have accrued can be given to workman, Shri Subramani and the LRs of workman, late Mr. Rajoo. Accordingly, I proceed to pass the following Order :

ORDER

The reference is partly allowed. The order of dismissal is converted into one of Compulsory Retirement with the direction to give monetary benefits to the workman and the LRs of workman, late Mr. Rajoo if they are entitled for the same.

(Dictated to PA transcribed by her corrected and signed by me on 28th September, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.अ. 2984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद

के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एल-20012/15/92-आई आर (सी-1)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E.C.L. and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/15/92-IR(C-1)]

S. S. GUPTA, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas,

Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 74 OF 1993

PARTIES :

Employers in relation to the management of Kapasara Colliery of M/s. E.C.L.

AND

Their Workman

APPEARANCES :

On behalf of the workman.—None.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.
Dated, Dhanbad; the 21st September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has

referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/15/92-I.R. (Coal-I), dated, the 28th May, 1993.

SCHEDULE

“Whether the action of the management of Kapasara Colliery in denying wages to Sri Pradip Kumar Shaw and 36 others in fair, just and legal ? If not, what relief the concerned workmen are entitled to ?”

2. The case of the concerned workmen in brief as per W.S. is as follows :—

It has been submitted by the concerned workmen that on 11-12-90 they reported to their duties in their respective shifts at Kapasara Colliery with a view to work there but they could not resume their duties as the villagers of the locality started agitating there with the claim of their employment. They continued such agitation upto 14-12-90. The concerned workmen submitted that accordingly they could not do their duties from 11-12-90 to 14-12-90 and duly reported the matter to the management but the management in spite of knowing all the situation did not pay wages for those days intentionally and arbitrarily though they had no fault on their part. Accordingly an industrial dispute was raised by them before the ALC(C) Dhanbad for conciliation but there too the conciliation failed and the matter was referred to this Tribunal for adjudication by the Govt. of India, Ministry of Labour.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all claims and allegations which the concerned workmen asserted to in their W.S. It is the specific claim of the management that the concerned workmen did not report to their duties from 11-12-90 to 14-12-90 intentionally and without giving any intimation. The management admitted that there was an agitation over employment by the local villagers but it was not the cause at all for the concerned workmen to remain absent from duties. The management submitted that the concerned workmen taking the opportunity of agitation of the local villagers submitted that they went on duties during those days but could not perform their duties there. Accordingly the management submitted that the claim of the concerned workmen is absolutely

baseless and for which they are not entitled to get any relief.

4. The points for decision in this reference are :—

“Whether the action of the management of Kapasara Colliery in denying wages to Sri Pradip Kumar Shaw and 36 others in fair, just and legal ? If not, what relief the concerned workmen are entitled to ?”

DECISION WITH REASONS

5. There is no dispute to hold that the concerned workmen were the employees of the management. The only dispute which has been raised here that on 11-12-90 when they went to work were obstructed by the local villagers due to their agitation and in this way they attended their duties upto 14-12-90 but on all days they were restrained from doing their duties. Accordingly they reported the matter to the management but the management without accepting their contention refused to pay any wages during the said period. Therefore the question which has been cropped up here is whether the concerned workman went on duty during the period mentioned above. It is admitted fact that there was agitation by the local villagers for their employment. It is the contention of the management that the concerned workmen have taken up this plea in order to protect their interest. In course of hearing the concerned workmen in spite of getting ample opportunities to prove their case did not consider necessary to adduce any evidence. No cogent paper is also forthcoming before the Court to the effect that they actually went to duty but they were refrained from work due to intervention of the local villagers. As such after careful consideration of all the facts and circumstances I find reason to believe that the concerned workmen have failed to establish that during the said period i.e. from 11-12-90 to 14-12-90 they went to the place of work. Unless and untill this fact is established the concerned workmen are not entitled to get any relief. In the result, the concerned workmen are not entitled to get any relief which they have prayed for. Accordingly following Award is rendered :—

“The action of the management of Kapasara Colliery in denying wages to Sri Pradip Kumar Shaw and 36 others is fair, just and legal ? The

concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.ए. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एल-20012/161/90-प्राईमर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2985.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Dhanbad as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/161/90-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

REFERENCE NO. 38 OF 1991

PARTIES :

Employers in relation to the management of Sudamdih Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 21st September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/161/90-IR (Coal-I), dated, the 1st February, 1991.

SCHEDULE

"Whether the action of the management of Sudamdih Project of M/s. BCCL, P.O. Sudamdih, District Dhanbad in not providing employment to Shri Sudhir Bouri, eldest son and dependant of late Rupa Bouri as per para 9.4.2 of NCWA-III is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman in brief is as follows :—

It has been submitted that Rupa Bouri was in employment under Sudamdih Project of BCCL and died on 15-3-1983. After the death of said Rupa Bouri a claim petition was filed by his widow Smt. Pramila Bouri for her employment on compassionate ground. Thereafter Pramila Bouri relinquishing her claim for employment submitted an application before the management for providing employment to Sudhir Bouri, the eldest son of Rupa Bouri and in this regard. He submitted an affidavit before the management. It has been alleged that violating the specific provision laid down in NCWA the management refused to provide any employment to her son Sudhir Bouri illegally and arbitrarily. As a result a petition was submitted by the concerned workman before the ALC(C) for conciliation but to no effect. As a result, the present reference was made before this Tribunal.

3. The management on the contrary after filing W.W.-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in the W.S. It has been submitted by the management that Rupa Bouri left his employment voluntarily on 18-7-80 and stopped reporting for his duty from that date. He abandoned his service with effect from the said date and did not make any communication with the management. The management further submitted that the said Rupa Bouri abandoned this service with his own volition and for which they did not consider it fit to take any disciplinary action against him. The management further submitted that some time in the year 1984 one lady approached the management posing herself to be the widow of late Rupa Bouri, and produced a medical certificate purported to be the death certificate of her husband Rupa Bouri undertaking that he died on 15-3-83 and claimed for her employment as per provision laid down in NCWA. Thereafter she relinquished her claim and placed the claim employment for her eldest son Sudhir Bouri. The management submitted that such prayer of the concerned workman could not be considered because of the fact that relevant provision of NCWA was not applicable in such case as the said Rupa Bouri was not expired in course of his service under the management. Accordingly the management have prayed for passing an Award setting aside the prayer of the concerned workman.

4. The points for decision in this reference are :—

"Whether the action of the management of Sudamdih Project of M/s. BCCL, P.O. Sudamdih District Dhanbad in not providing employment to Shri Sudhir Bouri, eldest son and dependant of late Rupa Bouri as per para 9.4.2 of NCWA-III is justified? If not, to what relief the workman is entitled?"

DECISION WITH REASONS

5. The management in order to substantiate their claim examined one witness i.e. MW-1. The said MW-1 who happened to be the Dv. P.M. during his evidence disclosed that the concerned workman Rupa Bouri left his service on 18-7-80. Accordingly this witness disclosed that as per provision of law they could not consider the claim of the concerned workman for employment. Considering the evidence of the management and also considering the facts disclosed in the W.S. submitted by the parties I find no dispute to hold that Rupa Bouri was an employee under the management. According to the concerned workman the said Rupa Bouri died on 15-3-83 and as a result of which he submitted a petition for his employment being eldest son of the deceased on compassionate ground as per para 9.4.2 of NCWA-III. The management refused to give any employment to him taking the ground that the said Rupa Bouri voluntarily deserted his service with effect from 18-7-80 and for which on and from that date he was no longer an employee under the management. The management submitted further that employment of the legal heir of the deceased as per para 9.4.2 of NCWA-III could be provided if the said employee dies in harness. Disclosing this fact the management submitted that the said provisions of NCWA is not applicable in the instant case as the said Rupa Bouri voluntarily deserted his service on and from 18-7-80 i.e. long before his death. To rebut this claim the concerned workman did not consider necessary to adduce any evidence in spite of getting ample

opportunities. Accordingly at the juncture I do not find any scope to disbelieve the evidence of MW-1 who deposed before the Tribunal in relation to the facts in question on oath.

6. As the concerned workman inspite of getting opportunities failed to avail of the same I do not find any reason to disbelieve the submission of the management relating to the desertion of the service by Rupa Bouri with effect from 18-7-80. Accordingly relying on this fact it can be said very clearly that para 9.4.2 of NCWA-III in the matter of consideration of employment of the dependant of the deceased cannot be considered. In the circumstances the concerned workman is not entitled to get any relief. In the result, the following Award is rendered :—

"The action of the management of Sudamdih Project of M/s. BCCL, P.O. Sudamdih, District Dhanbad in not providing employment to Shri Sudhir Bouri, eldest son and dependant of late Rupa Bouri as per para 9.4.2 of NCWA-III is justified? Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सो.सी.एन. के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एन-20012/187/94-आई आर(सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/187/94-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

FROM THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Sr. B. Biswas Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 74 of 1995

PARTIES:

Employers in relation to the management of Karo Special Project of M/s. CCL and their workman.

APPEARANCES:

On behalf of the workman: Shri K. Chakravorty, Advocate.

On behalf of the employers: Shri B. Joshi, Advocate.

State: Jharkhand.

Industry: Coal.

Dated, Dhanbad, the 18th September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(187)/94-I.R. (Coal-I), dated, the 26th April, 1995.

SCHEDULE

"Whether the action of the management of Karo Special Project/Konar A.A. of C.C.L. in denying the assessment of the age of Shri Bharat Singh by the Apex Medical Board is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman as per W.S. in brief is as follows:—

The concerned workman in his W.S. submitted that he was a permanent workman working under the management since 1973. He admitted that the management served service exempt to him showing his date of birth as 19-9-1933. Admitting this fact he disclosed that as he was illiterate he could not appreciate the actual fact relating to his date of birth recorded by the Clerk of the colliery illegally and arbitrarily because of the fact that if his date of birth is taken into consideration in relation to the date of birth of his father in that case there will be a difference of only 4 years of age in between him and his father. Accordingly he submitted representation several times with a view to rectify his date of birth or to send him to Apex Medical Board for determination of his age but his attempt by all such representations went in vein. On the contrary the management illegally and arbitrarily superannuated him with effect from 9-3-93. Accordingly he raised an industrial dispute before the ALC(C). Hazaribagh which resulted reference to this Tribunal. Accordingly the concerned workman has prayed for passing necessary Award directing the management to refer the concerned workman to the Company's Medical Board for assessment of his age and further also for his reinstatement with all full back wages.

3. The management on the contrary after filing W.S.-cum-rejoinder has denied all the claims and allegations which the concerned workman asserted in his W.S. management submitted that the concerned workman was superannuated with effect from 19-9-93 on the basis of date of birth recorded in different records of the company as 19-9-33. The present demand for rectification of date of birth on the basis of medical examination by the Apex Medical Board at the far end of his superannuation in 1993 was not at all maintainable on account of delay and latches. The management further submitted that raising of the present dispute for correction of his age in the year 1993 when he was on the verge of retirement and raising dispute before the Conciliation Officer by letter dated 11-10-93 after his retirement is clearly beyond the scope of adjudication on account of delay and latches. The management further submitted that they maintained Statutory Form B Register where all particulars including date of birth of the employees are recorded. The date of birth of the concerned workman was also recorded in the Form B Register as 19-9-33. Thereafter they also issued service excerpts to the concerned workman in the year 1987 containing full service particulars of the concerned workman and inspite of receiving said service excerpt the concerned workman did not raise any dispute. The management alleged that at the far end of superannuation by raising this dispute the concerned workman intended to get some benefit illegally and arbitrarily. They submitted that the petition filed by the concerned workman has no basis at all and for which the same is liable to be rejected.

4. The points for decision in this reference are:—

"Whether the action of the management of Karo Special Project/Konar A.A. of CCL in denying the assessment of the age of Shri Bharat Singh by the Apex Medical Board is justified? If not, to what relief the workman is entitled?"

5 DECISION WITH REASONS

It is seen that the instant reference was registered in the year 1995. Record further shows that inspite of giving several chances the concerned workman excepting filing WS did not

consider necessary to take any further step to justify his claim. It is admitted fact that the concerned workman was an employee of the management. The concerned workman has raised this dispute at the fag end of his service career disclosing the fact that the management wrongly recorded his date of birth in the Form B register. He disclosed that if his age and the age of his father is taken into consideration in that case it will be seen that there was a gap of only four years which appears to be absolutely impracticable. He disclosed that in spite of bringing the matter to the notice of the management they refused to send him before the Apex Medical Board for determination of his age. He admitted that he received service excerpt duly served by the management but as he is illiterate he could not assess the facts disclosed in the said service excerpt including his date of birth. The management categorically submitted that it was a plea taken by the concerned workman with a view to enjoy more benefit illegally and arbitrarily. They submitted that the Form B Register is a statutory Register and when an employee is started working under the management his all particulars including date of birth are recorded in that Form B Register. Therefore, the management further submitted that not only in the Form B Register but also in all other records the date of birth of the concerned workman was recorded as 19-9-33. Accordingly after completing the age of 60 years he was rightly superannuated with effect from 19-9-93.

6. The dispute relating to the age was raised by the concerned workman. Accordingly onus lies on the concerned workman to establish his claim. It is the specific claim that there was difference of 4 years gap in between his date of birth and the date of birth of his father but in spite of getting several opportunities the concerned workman did not consider necessary to produce a single scrap of paper in support of this claim. Naturally just on the basis of submission made in the W.S. I do not find any scope to accept the same. Form B Register is a statutory document which is maintained by the management as per provision of law. From the Form B Register it transpires that the date of birth of the concerned workman was recorded as 19-9-93. It is admitted fact that the concerned workman received his service excerpt in the year 1987 but at that time he did not raise any dispute relating to his date of birth recorded in the service excerpt. The plea of illiteracy I consider is not the ground to be accepted. If it is so, the concerned workman is liable to explain why at the fag end of his superannuation raised this dispute and how he came to know that date of birth in the service excerpt as well as in the Form B Register and other statutory records were recorded wrongly by the management. It is the contention of the management that his date of birth was not 19-9-33 but the concerned workman is silent actually what was his actual date of birth. He did not consider necessary to adduce any evidence in relation to his exact date of birth. His only contention is that in spite of submitting representation the management did not refer him to the Medical Board for determination of his age. This submission I think finds no merit at all, unless and until the concerned workman was able to convince the management about the discrepancy made in recording his date of birth in different registers. He also did not consider necessary to produce a single scrap of authentic document wherein his actual date of birth was recorded. No satisfactory explanation is on the part of the concerned workman forth coming why he made such long delay in raising this dispute. As such after careful consideration of all the facts and circumstances and also in absence of cogent document I do not find any sufficient ground to believe the contention of the concerned workman in the matter of dispute raised by him relating to his date of birth. I consider that the management did not commit any illegality in superannuating the concerned workman with effect from 19-9-93. I further consider that the order of superannuation passed by the management was according to the principles of natural justice. Accordingly the concerned workman is not entitled to get any relief. In the result, the following Award is rendered:—

"The action of the management of Karo Special Project / Konar A.A. of CCL in denying the assessment of the age of Shri Bharat Singh by the Apex Medical Board is justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एल-20012/203/91-आई आर (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 8th October 2001

S.O. 2987.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government, hereby publishes the award of the Central Government Industrial Tribunal, 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/203/91-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 6 of 1992

PARTIES :

Employers in relation of the management of
M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi,
Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 20th September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)-(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(203)/91-I.R.(Coal-I), dated, the Nil.

SCHEDULE

"Whether the action of the management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd. in denying employment to the dependent husband of the workman Smt. Bahumuni Manjhian S.F. Loader under Voluntary Retirement Scheme is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman as per W.S. in brief is as follows :—

The concerned workman in her W.S. submitted that she applied for V.R. under female Voluntary Retirement Scheme of the Company and intended that in her place employment may be given to her dependent husband. She submitted that she made an application in the year 1985 which was duly accepted by the management but inspite of accepting her application of V.R.S. the management did not provide any employment to her husband. She disclosed that at the time of her application for V.R. under the above scheme she was well within 56 years of age and as per stipulation made in the scheme she was entitled to claim employment in favour of spouse or of any dependent admissible under the scheme NCWA. She submitted that from 1985 till June, 1989 she moved pillar to post to get her relief but in vain. Accordingly when she failed to settle up the said dispute amicably she submitted petition before the Conciliation Officer on 6-6-89 with a view to get her relief. But there too as no fruitful result yielded the present reference was made.

3. The management after filing W.S. cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in her W.S. It has been submitted by the management that as a matter of right a person cannot claim employment for her dependant on getting her voluntary retirement. The management submitted that however certain advantage to female workers who voluntarily retired prematurely was given and according to that scheme one dependant was entitled to get service in her place subject to fulfilment of terms and conditions as provided under NCWA. It has been further submitted that in Coal Mines no female worker can be employed in underground. Even on surface they cannot be employed during evening and night time. In view of such limitation the management opened such scheme and invited V.R. from the female workers with assurance to provide employment to female workers son or husband if they are found physically fit to work as Miner's Loader and if they are below the age of 35 years. The management submitted that no doubt V.R. of the concerned workman was accepted by the management. It was the option of the concerned workman to provide employment of her husband in her place by the management. But the case of the husband of the concerned workman could not be considered at all because of the fact that on the date of retirement her husband was 45 years of old. As the maximum age limit for recruitment of a workman was confined to 35 years it was not possible on the part of the management to provide employment to her husband violating the provision of as laid down in NCWA. According though the concerned workman enjoyed V.R.S. benefit inspired they were unable to provide employment to her husband. The management further submitted under the circumstances the case of the concerned workman finds no basis at all and for which she is not entitled to get any relief.

4. The points for decision in this reference are:—

"Whether the action of the management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd. in denying employment to the dependent husband of the workman Smt. Bahumuni Manjhian S.F. Loader under Voluntary Retirement Scheme is justified? If not, to what relief the workman is entitled?"

DECISIONS WITH REASONS

5. The concerned workman in order to substantiate the claim examined one witness while the management declined to adduce any evidence in support of their claim. It is admitted fact that the concerned workman was an employee under the management. It is also admitted fact that as the concerned workman was a female worker she submitted application to enjoy V.R.S. only with a view to get employment of her husband. It is the contention of the concerned workman that inspite of opting for V.R.S. and inspite of giving assurance to provide employment to her husband the management did not do anything illegally and arbitrarily. On the contrary the management submitted categorically that providing employment to the dependant of the concerned workman is not mandatory as of right. The concerned workman cannot claim any such employment. The management disclosed that in Coal Mines there is very limited scope for employment of female workers considering different aspects. Accordingly they operated V.R.S. particularly amount the female workers with the option to provide employment to their dependant son or husband subject to certain terms and conditions. It is the condition of the management that they could not provide employment to the husband of the concerned workman because of the fact that her husband was 45 years of old at the time of the date of retirement of the concerned workman under V.R.S. Referring this fact the management submitted that as age limit for employment according to NCWAs is between 18 and 35 years they violating the strict provision of the said agreement did not find any scope to provide employment to the husband of the concerned worker. There is no dispute that the concerned workman was an employee under the management. The concerned workman in the W.S. disclosed that at the time of her superannuation according to V.R.S. she was about 56 years old. In course of hearing the concerned workman has failed to produce a single scrap of paper before the Tribunal that her husband was below 35 years at the time of her retirement. Here primary condition for getting employment is to see whether the dependant has fulfilled the minimum criteria as laid down in the NCWA. It is clear from the said statutory provision that maximum age limit for getting an employment under the colliery should be not more than 35 years apart from the fact that the person concerned should be physically fit to work as Miner's Loader. Here as there is no question about physical fitness of the husband of the concerned workman I do not like to discuss this issue. The only point which has to be decided here is this whether the husband of the concerned workman was below 35 years of age or above 35 years of age at the time of her retirement. It is the specific claim of the management that the husband of the concerned workman was more than 45 years of old. Naturally onus lies on the concerned workman to establish that the claim made by the

management had no basis at all. In support of this fact the concerned workman did not consider necessary to show that her husband was below 45 years at the time of her retirement. Therefore, considering all aspects I hold that the concerned workman has failed to substantiate her claim beyond all reasonable doubt. Accordingly I hold that the management did not commit any illegality or impropriety refusing employment to the husband of the concerned workman. I also hold that it did not violate principles of natural justice. Accordingly the concerned workman is not entitled to get any relief. In the result, the following Award is rendered:—

“The action of the management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd. in denying employment to the dependant husband of the workman Smt. Bahumuni Manjhian S.F. Loader under Voluntary Retirement Scheme is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एल-20012/214/91-आई आर (सी-I)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/214/91-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 159 of 1993

PARTIES :

Employers in relation to the management of Kusunda Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the Workman.—Shri B. N. Singh, Secretary.

On behalf of the Employers.—Shri B. M. Prasad, Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated. Dhanbad, the 18th September, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(214)/91-I.R. (Coal-I), dated, the 21st September, 1993.

SCHEDULE

“Whether the action of the management of Kusunda Area of M/s. BCCL in promoting Shri R. N. Banerjee, to the post of Tech. Grade-A Accountant w.e.f. 23-6-90, and subsequently reverting him, is justified? If not, to what relief the workman is entitled to?”

2. The case of the concerned workman/union according to the W.S. in brief is as follows :—

The concerned workman/union in the W.S. submitted that two posts of Accountant in Technical Grade-A fell vacant in Khas Kusunda Colliery due to retirement of Chimanlal Maniar, Ex-Accountant in Technical Grade-A and another due to transfer of Shri R. K. Jain, Accountant in Technical Grade-A. The said colliery falls under Kusunda Area of M/s. BCCL. It has been submitted that against two distinct vacancies of Accountant for the reasons mentioned above the concerned workman was promoted as per recommendation of the D.P.C. and directed to work as Accountant and his posting as Accountant in Technical Grade A with scale of pay etc. and thereafter was re-promoted in due course vide office order dated 23-25-10-90. It has been further submitted that the concerned workman was confirmed to the post of Accountant in Technical Grade-A in compliance to the provisions of clause 7.2 of the Certified Standing Orders of the collieries of BCCL and as such his posting in the said post was in all essentiality legal and justified. But it has been alleged that inspite of getting promotion on the basis of order issued by the management he was illegally and arbitrarily reverted from his post by the order of the management bearing No. 1.6/P-A/90 4261 dated 12-19-12-90. Against that order of reversion the concerned workman/union raised their protest but the management did not even respond to such protest and for which an industrial dispute was raised in the matter of illegal and unjustified reversion of the concerned workman which resulted reference before the Tribunal. Accordingly the concerned workman has prayed for passing an

Award holding that the action of the management in promotion of the concerned workman Shri R. N. Banerjee as accountant in Technical Grade-A was justified and that the action of the management in his reversion from the post of Accountant in Technical Grade-A by subsequent order was illegal and unjustified.

3. The management on the contrary after filing W.S.-cum-rejoinder has denied all the claims and allegation which the concerned workman/union asserted in the W.S. It has been categorically submitted that no industrial dispute exists between the concerned workman/union and the management. The management further admitted that the concerned workman was working as Clerk Grade I at Khas Kusunda Colliery w.e.f. 1-9-81. Since the concerned workman was asked to perform the job of higher category he was paid difference of wages. The person concerned did not complete his cadre during the interim period till he was promoted as Special Grade Clerk this case along with other for promotion to Special Grade Clerk was put up and he was accordingly promoted with effect from 24-7-87. The management further submitted that the cadre scheme for promotion to special grade envisages are as zone of promotion and the competent authority for granting for such promotion is the General Manager. Subsequently under the pressure of the union the concerned workman was granted notional seniority from 1-9-82 which was not in order as it violated the cadre scheme framed by JBCCI and caused resentment amongst the senior employees under the cadre and that order had wider repercussion. The concerned effected persons raised an industrial dispute which was ultimately referred to the Joint Committee consisting of the representative of the management as well as union at the Headquarters level. The Joint Committee considered the order passed for granting notional seniority from 1-9-82 as it had number of flaws and had recommended that the concerned person be reverted back. The matter was put up before higher authority who approved the order of reversion in respect of the concerned workman. Accordingly a notice under Section 9A of the I. D. Act, 1947 was served upon the concerned person but ignoring that the concerned workman has raised this industrial dispute illegally and arbitrarily. Accordingly the management has prayed for passing an Award setting aside the claim of the concerned workman.

4. The points for decision in this reference are :—

“Whether the action of the management of Kusunda Area of M/s. BCCL in promoting Shri R. N. Banerjee to the post of Tech. Grade ‘A’ Accountant w.e.f 23-6-90. and subsequently reverting him, is justified? If not, to what relief the workman is entitled to?”

DECISION WITH REASONS

5. The management in order to substantiate their claim in the matter of passing reversion order of the concerned workman have examined two witnesses i.e. MW-1 and MW-2. On the contrary the concerned

workman to rebut the claim of the management examined himself as WW-1. Considering the evidence of the management as well as of the concerned workman and also considering all relevant papers I find no dispute to hold that the concerned workman was working in Clerical Grade at Khas Kusunda Colliery under the management. It is the contention of the concerned workman that as two posts of the Accountant in Technical Grade-A fell vacant in Khas Kusunda Colliery due to retirement and transfer the concerned workman as promoted as per recommendation of the D.P.C. and directed to work as Accountant and his posting was made as Accountant in Technical Grade-A with scale of pay etc. It is the further contention of the concerned workman that thereafter he was confirmed to the said post of Accountant in Technical Grade-A in compliance of the provision of clause 7.2 of the Certified Standing Order of the collieries of BCCL and as such his posting on the said post by his promotion and confirmed on the said post was in all essentiality is legal and justified. In support of his claim the concerned workman has relied on the order issued by the management marked as Exts. W-1 to W-8. From the document marked Ext. W-1 it transpires that General Manager, Kusunda Area vide Order dated 6/13-7-81 allowed the concerned workman to work as Accountant on his existing terms and condition of service without changing the existing scale or grade. Thereafter the Personnel Manager, Kusunda Area vide order dated 21-2-89 granted notional seniority in Special Grade to the concerned workman with effect from 1-9-82 without any financial benefit as he had already been paid the difference of wages for the above period. Thereafter the management published the final seniority list of Special Grade Clerk (Finance Discipline) working in different Area/Headquarter Collieries under BCCL and from this list it transpires that the name of the concerned workman came to Sl. No. 38. All dispute relating to the notional promotion came into existence when office order dated 21-2-89 was issued under signature of the P.M., Kusunda Area MW-1 during his evidence disclosed that initially the concerned workman was appointed as Munshi and thereafter he became a clerk in February, 1972. This witness disclosed that the management maintained promotional policy in accounts section along with other matters. He submitted that according to the seniority and pursuance to the recommendation of the Head of the Department promotional matters are regularised. A list was prepared in the year 1987 for the purpose of promotion in their accounts section and that list during evidence was marked as Ext. M-4, and in view of that list the name of the concerned workman came in Sl. No. 14. This witness disclosed that though according to the seniority list the position of the concerned workman was 14 he superseded other 13 senior staff on the basis of illegal order. Accordingly this witness disclosed that they raised industrial dispute for such irregularity and the said dispute was thereafter sent to the Joint Committee. MW-2 also during his evidence corroborated the fact disclosed by MW-1 about illegal seniority obtained by the concerned workman. This witness during his evidence disclosed that for getting special grade promotion seniority is considered on area basis but for getting promotion in Technical Grade-A con-

sideration is made on company basis. This witness disclosed though according to the promotional list issued by the management and though the concerned workman was junior by 13 persons he superseded all of them illegally and arbitrarily. Office Order dated 24-7-87 marked as Ext. M-4 has categorically supported the claim of the management relating to promotion of other 15 staff to the post of Cost Accountant/Accounts Assistant in Special Grade with immediate effect. This order shows clearly that the promotion of the promotees will be effective on and from the date of reporting duty at new place of posting. Therefore this order shows clearly that it had its prospective effect and not retrospective effect. It is also clear that the concerned workman according to this promotion list was junior to 13 other staff. The grievance of the 13 other staff came into existence when they found that the concerned workman got his notional seniority with effect from 1-9-92 in view of the order passed by the Personnel Manager, Kusunda Area and accordingly a dispute was raised by them and the matter was referred to the Joint Committee and in the Joint Committee it was decided that notional seniority to the concerned workman was given wrongly. Accordingly the Joint Committee took a decision to the effect that promotion of the concerned workman from Special Grade and Grade-A is to be cancelled and he will be reverted back to his original post and before giving effect to that order the management issued a notice under Section 9A of the I.D. Act, 1947. The concerned workman during his evidence admitted the fact relating to the receipt of the said notice issued by the management. But no cogent evidence is forthcoming before this Court if against that notice he submitted any written objection to that effect justifying his claim with his notional seniority issued by the management earlier was proper and fair. The concerned workman in course of hearing though could not deny the promotional order Ext. M-4 submitted that it was the management who by their order allowed notional seniority with effect from 1-9-82 and since that date he was working in the same capacity continuously and was confirmed to the post of Accountant in Technical Grade-A in compliance of the provision of clause 7.2 of the Certified Standing Order. The concerned workman also relied on the decision reported in 1961(I) LLJ 649. According to clause 7.2 of the Certified Standing Order a permanent workman is one who is employed on a job of permanent nature for a period of at least 6 months or who has satisfactorily put in 6 months continuous service in a permanent post as a probationer. Therefore this clause is silent if a workman is to be regarded as confirmed to his post after he was employed in a job of permanent nature for a period of at least 6 months. In the decision referred to above Their Lordship of the Hon'ble Apex Court held that definition of permanent workman did not require that such workmen should be employed throughout the work. The workman on which he is engaged should be of permanent nature and should last throughout the year. The proper construction of the definition of permanent workman is that he must be a workman engaged on a work of permanent nature which lasts throughout the year and who completed his probationary period, if any, not being one to fill in a temporary need of extra hands on permanent jobs. There is no scope to raise any

dispute over this issue but it has to be considered that if a person works under a permanent post shall be considered as confirmed after completion of his service for a period of at least 6 months in the same post. Considering the evidence on record and considering all other papers, I do not find if any confirmed order was issued in favour of the concerned workman by the management even after issuance of the said disputed order. In this connection a decision reported in 1965 10 FLR may also be taken into consideration. In the said decision Their Lordship of the Hon'ble Apex Court held :—

“The law on the question of acquisition of status of a permanent servant after the expiry of probationary period automatically has been settled by the Supreme Court in *Sukhbana Singh Vs. State of Punjab*. It has been held that a probationer cannot after the expiry of the probationary period automatically acquire the status of a permanent member of a service unless of course the rules under which he is appointed expressly provide for such a result. Therefore, even though a probationer may have continued to act in the post to which he is appointed on probation for more than the initial period of probation, he cannot become a permanent servant merely because of efflux of time, unless the Rules of service which govern him specially laid down that the probationer will be automatically confirmed after the initial period of probation is over.”

It is seen considering the evidence on record that promotion of Special Grade Clerk is counted on area basis while promotion in Technical Grade-A is counted on company basis and the G.M. is the competent authority to issue such order. It is really curious to note that when office order dated 24-7-87 issued by the management relating to the promotion of some staff including the concerned workman to the post of Cost Accountant/Accounts Assistant in Special Grade (Ext. M-4) by separate office dated 21-2-89 the management gave notional seniority in Special Grade to the concerned workman (Ext. W-3) by Order dated 24-7-87 Ext. M-4 it is clear that the promotion of the staff concern including the concerned workman will be effective only from the date of reporting of duty at new place of posting. It therefore, speaks clearly that the order was prospective in nature and not retrospective one. Therefore, it shows clearly that the order marked Ext. W-3 and Order Ext M-4 are contradictory to each other and for which some staff who were senior to the concerned workman raised industrial dispute. The concerned workman in course of hearing could not deny that as per promotional list marked Ext. M-4 he was junior to 113 other staff. Unless and until there is any special reason it cannot be expected that the concerned workman will get his seniority with effect from 1-9-82 superseding the other 13 senior staff. As the dispute was brought to the notice of the management, the management found out the error and rightly considered the claim of the aggrieved staff. Accordingly by issuing notice under Section 9A of the I.D. Act opportunity was given to the concerned workman to defend his case but as he failed to justify his seniority to Grade-I that notional

effect from 1-9-82 was withdrawn and he was reverted back. It is clear that due to the mistake committed on the part of the concerned management the said order of notional seniority was passed and for which the other 13 senior staff were seriously affected and prejudiced. Just taking the opportunity of his mistake committed by the management, I consider that the concerned workman cannot get any benefit of the same ignoring the principles of natural justice.

6. As such after careful consideration of all the facts and circumstances, I hold that the management did not commit any illegality in reverting back the concerned workman regularising his seniority with effect from 1-9-82. In the result, the following Award is rendered :—

“The action of the management of Kusunda Area of M/s. BCCL in promoting Shri R. N. Banerjee to the post of Tech. Grade ‘A’ Accountant w.e.f. 23-6-90, and subsequently reverting him, is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.प्र. 2998 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध से निरूपित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[स. एल-20012/244/92-आई आर(सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 8th October, 2001

S.O. 2989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/244/92-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2), AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 133 of 1993

PARTIES :

Employers in relation to the Management of Hazaribagh Area of M/s. C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri D. K. Verma, Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated, Dhanbad the 18th September, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/244/92-I.R. (Coal-I) dated, the 20/30-8-93 :

SCHEDULE

“Whether the denial of the date of appointment as 7-2-1968 of Shri C. S. Singh on the basis of Screening list submitted by the then receiver of the collieries, by the management of M/s. C. C. Ltd. at the time of nationalisation of Collieries and the designation which was given to Shri C. S. Singh as a General Mazdoor were justified? If not, to what relief the workman is entitled?”

2.The case of the concerned workman as per W.S in brief is as follows :—

It has been submitted by the concerned workman that he was appointed on 7-2-68 as Munshi at the open cast workings of Kadla Colliery by the private management during the period of Receivership of the State of Bihar over the Mining lease hold areas owned and managed by M/s. Bokaro-Ramgarh Ltd. He submitted that in pursuance of the Policy decision of the Receiver, Kadla Colliery was divided into several blocks and one such block was given to G.P. Narayan in the capacity of a Managing Contractor who started carrying on all the Mining Operations connected with removal of over burden winning of coal and selling of coal and paid royalty to the receiver according to rate prescribed in the agreement executed between receiver and the said G. P. Narayan. Said G. P. Narayan appointed all the competent persons and Mines Officials including Munshies, Clerks for the purpose of carrying on all the duties as per provisions of Mines Act, 1952, Coal Mines Regulations, 1957, Mines Rules, 1955 and all other orders made thereunder. He also appointed all the staff required for maintenance of records as per provision of Payment of Wages Act, C.M.P. Act and Coal Mines Bonus

Scheme etc. for the purpose of maintenance of accounts and submission of returns to the Government and for carrying on all other works connected with the incidental mining operations.

3. Pursuant of Coal Mines Nationalisation Act, 1973 all the Coal Mines under the sub-leasees in the form of the Managing Contractors through the receiver appointed by the State of Bihar were nationalised with effect from 1-5-73 and vested in the Central Government w.e.f. 1-5-73. He disclosed further that in pursuance of Section 14 of the Coal Mines (Nationalisation) Act, 1973 all the workmen working in the collieries of erstwhile employers during the private management period were permitted to continue in employment maintaining the continuity of service and without effecting their conditions of service to their prejudice. The concerned workman alleged that the management of Kedla Colliery deviated from the provision of law and acted arbitrarily fixed his date of appointment as 10-11-73 on which date the Receiver handed over the possession of the Colliery to the custodian appointed by the Central Government. He submitted that he was appointed on 7-2-68 which could be seen from Form B Register maintained under the provision of Section 48 of the Mines Act, 1952 read with rule 77 of the Mines Rules, 1955. He submitted that he was a member of C.M.P.F. and his C.M.P.F. No. was D/484977 and his contribution was started in the said account from 16-9-70. He alleged that the management arbitrarily and illegally ignoring the Form B Register and C.M.P.F. recording wherein his date of appointment i.e. 7-2-68 was recorded fixed his date of appointment as 10-11-73. He submitted further that he was appointed as Munshi and he was in Clerical Gr. III as per Wage Board Recommendation which became applicable from 15th August, 1967, but the management designated him as General Mazdoor Cat. I and in the said capacity they started paying his wages with effect from 10-11-73 though although he discharged his duties as Munshi and for which he was entitled for wages of Clerical Gr. III as per Wage Board Recommendation applicable at the relevant time. He submitted that the management acted illegally and arbitrarily in changing his designation from Munshi to General Mazdoor and also acted illegally and arbitrarily in refusing to pay his wages in Clerical Grade III to that of Cat. I Mazdoor with effect from 10-11-73. Accordingly the concerned workman being aggrieved raised an industrial dispute which resulted reference to this Tribunal.

4. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in his W.S.

5. The points for decision in this reference are :—

“Whether the denial of the date of appointment as 7-3-1968 of Shri C. S. Singh on the basis of Screening list submitted by the then receiver of the collieries, by the management of M/s. C. C. Ltd., at the time of

nationalisation of Collieries and the designation which was given to Shri C. S. Singh as a General Mazdoor, were justified ? If not, to what relief the workman is entitled ?”

DECISION WITH REASONS

6. Considering the W.S. submitted by the concerned workman as well as the management I find no dispute to hold that the concerned workman started working at Kedla Colliery since 7-2-68. It is seen that at that relevant time the said colliery was under the private management of G. P. Narayan who took lease of the same from the receiver appointed by the Civil Court at Hazaribagh. It is seen that thereafter the said colliery was taken over by the Central Govt. with effect from 1-5-73. The main grievance of the concerned workman is that inspite of his appointment on 7-2-68 the management illegally and arbitrarily fixed the date of his appointment as 10-11-73 ignoring the statutory Form B Register and also the C.M.P.F. register without assigning any reason. His second grievance is that he was posted as Munshi i.e. in the capacity of Clerk in Clerical Grade III, but after his fresh appointment by the management he was designated as General Mazdoor Cat. I with effect from 10-11-73. As a result not only his social status was but also his designation was affected lowered down to a great extent for which he sustained serious financial loss as the management refused to pay wages according to Clerical Grade III as per the Wage Board recommendation. He raised further dispute that he was neglected by the management as his junior B. N. Jha who was also in the same category received the benefit of Clerical Grade III from the management. This arbitrary act on the part of the management practically compelled him to raise this industrial dispute. It is seen from the record that inspite of giving several opportunities the concerned workman failed to take appropriate step in the matter of taking up hearing of the instant reference. As a result this Court had to adjourn the case on a number of occasions and ultimately as the concerned workman failed to take any step compelled to pass a ‘No dispute’ Award vide order No. 56 dt. 5-7-2001. On the same day learned Advocate for the concerned workman submitted a petition on behalf of the concerned workman with a prayer for recalling the said ‘No dispute’ Award passed by this Tribunal. The

said petition was taken up for hearing and vide order No. 58 dt. 25-7-2001 the said 'No dispute' Award passed by this Tribunal was recalled and the reference was placed in original file and fixed 10-9-2001 for evidence on the part of the management. On 19-9-2001 though the management was present none appeared on behalf of the concerned workman. On the contrary one death certificate was produced by the management in respect of the concerned workman showing that the concerned workman died on 19-4-2001. I have considered the death certificate and it is seen from the death certificate that the concerned workman was admitted in Abdul Razzaque Ansari Memorial Weaver's Hospital on 18-4-2001 and expired on 19-4-2001. A 'No dispute Award' was passed vide Order No. 56 dt. 5-7-2001 as the concerned workman failed to appear before the Tribunal at the time of hearing. According to this death certificate it shows clearly that on the said date the concerned workman was no more in the world. No substitution petition was filed by the legal heir of the concerned workman with a view of proceed with the hearing of the case. It is really curious to note that the learned Advocate for the concerned workman knowing fully will of the death news of the concerned workman filed a petition for recalling 'No dispute' Award passed by this Tribunal on 5-7-2001. The function of the Advocate to work on behalf of his client automatically ceased the moment his client dies. As such it is clear that without obtaining any instruction from the concerned workman who by that time already died the said petition for recalling 'No dispute' Award was filed by the learned Advocate which not at all was deserving. It is seen that till date no substitution petition also was filed on behalf of the legal heirs of the concerned workman. As such according to the procedure laid down in the Civil Procedure Code it should be considered that the reference case has already been abated. However, apart from this fact I have considered all the materials on record and the facts disclosed by the parties in the W.S. and after careful consideration of all the facts and circumstances I find no merit in relation to the claim of the concerned workman made in the reference. An Award is passed accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एन. के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[सं. एल.-20012/319/90-आईआर (सी-1)]

एम.एम. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2990.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/319/90-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD.

PRESENT :

Shri B Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 94 of 1991

PARTIES :

Employers in relation to the management of Ara Colliery of M/s. CCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 20th September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/319/90-IR(Coal-I), dated, the 11th April, 1991.

SCHEDULE

"Whether the action of the management of Ara Colliery of C.C.L., P.O. Kujju, Dist. Hazaribagh by terminating the services of Shri Doman Oraon P/R Form 'B' No. 3786 vide Order No. DCME/ARA/88/14418-27 dated 12/19-12-88 of Agent/Project Officer, Ara Colliery is justified? If not, to what relief the workman concerned is entitled to?"

2. The concerned workman in his W.S. alleged that the management of Ara Colliery i.e. M/s. CCL issued chargesheet against him taking adamant attitude with false plea of absentism. It has been further alleged that thereafter the management issued chargesheet against him taking that false plea of his absence from duty. He alleged that thereafter the management took up enquiry on the basis of chargesheet given to him and the Enquiry Officer completing the enquiry found him guilty and submitted his report and on the basis of that report dismissed him from service. Being aggrieved and dissatisfied with the said enquiry the concerned workman raised an industrial dispute before the ALC(C), Hazaribagh for amicable settlement of the dispute in issue but no result yielded. It is the specific allegation that the management illegally and falsely with malicious intention dismissed him from service. As the conciliation matter failed the present reference was made before his Tribunal for adjudication.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in his W.S. It has been submitted by the management that the concerned workman was a piece rated worker in Area Colliery. Thereafter he started absenting from duty with effect from 10-7-87 without permission and sanctioned leave or without any satisfactory cause. Such absence from work by workman continuously for more than 10 days has amounted to misconduct as per clause 26(1)(i) of the Model Standing Order. He was served with a chargesheet to give his reply. It has been alleged that inspite of receiving the said chargesheet the concerned workman did not give any reply. Under direction of the management the enquiry officer took up enquiry into the matter and before taking up enquiry necessary notice was given to the concerned workman but the concerned workman did not take any step. Accordingly the Enquiry Officer took up the enquiry ex parte and after completing the enquiry the enquiry officer found him guilty and submitted his report to the management. On the basis of the said report the appropriate authority dismissed the concerned workman from service vide Order dt. 12/17-9-88. Accordingly the management submitted that the concerned workman is not entitled to get any relief which he has prayed for.

4. The concerned workman in reply to the W.S.-cum-rejoinder submitted by the management submitted his rejoinder agains wherein he again denied all the allegations brought against him. Accordingly the concerned workman has prayed for passing an Award for his reinstatement with full back wages.

3326 GI/2001—20.

5. The points for decisions in this reference are :—

"Whether the action of the management of Ara Colliery of C.C.L., P.O. Kujju, Dist. Hazaribagh by terminating the services of Shri Doman Oraon P/R Form 'B' No. 3786 vide Order No. DCME/ARA/88/14418-27 dated 12/19-12-88 of Agent/Project Officer, Ara Colliery is justified? If not, to what relief the workman concerned is entitled to?"

Decision with Reasons

6. It is seen that this reference case was started on 31-7-91 being Ref. No. 91/91. The record will expose clearly that thereafter several opportunities were given to the concerned workman to adduce evidence in support of his claim. But inspite of getting opportunities the concerned workman did not consider necessary to give any importance to the order of the Tribunal.

7. Considering the W.S. submitted by the parties I find no dispute to hold that the concerned workman was an employee under the management. He was a piece rated worker. It is the specific allegation of the management that the concerned workman started himself absenting from duty with effect from 10-7-87 without any permission and also without getting his leave sanctioned and thereafter he remained himself absent from duty for more than 10 days. As unauthorised absence continuously for more than 10 days amounts to misconduct according to Model Standing Order. The management issued a chargesheet with a direction to the concerned workman to submit his reply. It is the specific allegation of the concerned workman that the management falsely and illegally issued chargesheet. He also denied the fact of his absence for the period which has been claimed by the management. Inspite of claiming so the concerned workman did not consider necessary to give any reply to the chargesheet given to him. He also did not assign any reason to this effect. Record shows that thereafter the management took up enquiry against the concerned workman through Enquiry Officer duly appointed. The Enquiry Officer before starting enquiry also issued notice to the concerned workman but the concerned workman did not attend the said enquiry. As a result the enquiry officer held the enquiry ex parte and submitted his report holding the concerned workman guilty. It is the specific contention of the concerned workman that the allegation of his absence which the management brought against him finds no basis at all. Inspite of specific assertion the concerned workman did not consider necessary to establish that claim. On the contrary I have considered the enquiry report submitted by the Enquiry Officer. Considering report I find that the concerned workman continued absence from duty for more than 10 days with effect from 10-7-87. For such continuous absence the concerned workman did not consider necessary either to take permission or to submit any leave application. As such if all aspects are taken into consideration and also if the provision as laid down in the Model Standing Order is taken into consideration there is sufficient scope to say that the

concerned workman was found guilty of misconduct for causing his continuous absence for more than 10 days unauthorisedly. It is seen that on the basis of the report submitted by the Enquiry Officer the disciplinary authority dismissed him from service with immediate effect. On careful consideration of all facts and circumstances I hold that the management did not commit any illegality or irregularity in dismissing the services of the concerned workman. I also did not find anything contrary relying on which it can be said that the dismissal of the concerned workman passed by the management was neither arbitrary nor illegal and it did not violate the principles of natural justice. In the result, the following Award is rendered :—

“The action of the management of Ara Colliery of C.C.L., P.O. Kuju, District Hazaribagh by terminating the services of Shri Doman Oraon P'R Form B No. 3786 vide Order dt 12/19-12-88 of Agent, Project Officer, Ara Colliery is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण में, 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[मं. एन-20012/381/99-आई आर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/381/99-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 331 of 1999

PARTIES :

Employers in relation to the management of Block II Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand.

INDUSTRY : Coal

Dhanbad, the 20th September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/381/99-IR(C-1), dated, the 2nd December, 1999.

SCHEDULE

“Whether the action of the management of Block II Area to dismiss Shri Paro Chouhan Drill Operator, from service is just and proper ? If not to what relief the concerned workman is entitled ?”

2. In this reference a settlement was filed before this Tribunal under the signature of both parties. I heard on the said petition of settlement and I find the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said settlement petition and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL
No. II AT DHANBAD

Ref. Case No. 331/99

Employer in relation to the Management of Block-II Area

AND

Their Workmen.

PETITION OF COMPROMISE

1. That the Central Govt. by Notification No. L-20012/381/99-IR(C-1) dated 2-12-99 has made the present reference for adjudication of the Hon'ble Tribunal on the following issues.

SCHEDULE

“Whether the action of the management of Block-II Area to dismiss Sri Paro

Chouhan, Drill Operator from services is just and proper? If not to what relief the concerned workman is entitled?"

2. That the parties to the above reference have amicably settled the dispute on the following terms :—

TERMS OF SETTLEMENT

- (a) That the concerned workman Sri Paro Chouhan, Drill Optr. BOCF will be re-instated in his service without back wages and attended benefits for the period of idleness i.e. from the date of dismissal till the date of resumption of his duty.
- (b) That the concerned workman will get his continuity of service for the purpose of payment of gratuity only.
- (c) That the concerned workman will not have any other claim arising out of the dismissal and the present settlement will be in fulfilment of all the terms and conditions covering the entire period of his idleness.
- (d) That in view of the aforesaid settlement, there exists no further dispute.

Under the above circumstances, it is humbly prayed that the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Employers :

Sd./
Up Mukhya Karmik Prabandhak,
Block-II Area.

Sd./
Personnel Manager,
B-II Area, B.C.C.L.

For the Workman :
Sd./
Area Secy. (M)
B-II Area

Sd./
Paro Chouhan
31-7-2001

Sd./
Presiding Officer,
Central Government Industrial Tribunal (No. 2)

नई दिल्ली, 8 अक्टूबर, 2001

का.आ. 2992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इसको के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट

को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[स. एल-20012/440/94-आई आर(सी-1)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th October, 2001

S.O. 2992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IISCO and their workman, which was received by the Central Government on 5-10-2001.

[No. L-20012/440/94-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 146 of 1995

PARTIES :

Employers in relation to the management of Chasnalla Colliery of M/s. IISCO. Ltd. and their workman.

APPEARANCES :

On behalf of the workman : Shri D. K. Verma, Advocate

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 19th September, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/440/94-I.R. (Coal-I), dated, the 18th October, 1995.

SCHEDULE

"Whether the demand by the Union for promotion of S/Shri K. K. Pandey, Suresh Pandey and Ram Singh as Conveyor Fitter/Mover/Conveyor Operator in Category-IV w.e.f. December, 1990 by the management of Chasnalla Colliery of M/s. IISCO. Ltd., is justified? If so, to what relief are these workmen entitled?"

2. In this reference both the parties appeared and filed their respective W.S. The case then proceeded along its course. Subsequently when the case was fixed for hearing a petition on the side of the workman was filed before this Tribunal praying to pass a 'No Dispute' Award as the dispute in question in the instant reference has already been settled. I heard both sides on the said petition and no objection was raised on the side of the management if a 'No Dispute' Award is passed in this reference. Accordingly a 'No Dispute' Award is rendered and the reference is disposed of on the basis of 'No Dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 2993.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सो.एल. के प्रवर्धन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुवर्धन में निर्दिष्ट आद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण स. 2, धनबाद के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[स.एल-20012/84/96-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 10th October, 2001

S.O. 2993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman which was received by the Central Government on 9-10-2001.

[No. L-20012/84/96-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act, 1947

REFERENCE NO. 59 OF 1997

PARTIES :

Employers in relation to the management of Sudamdih Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Shr SC. Gaur, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 25th September, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the

I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/84/96-IR(C-1), dated, the May, 1997.

SCHEDULE

"Whether the action of the management in denial to promote Shri B. P. Mukherjee from Store Keeper to Sr. Store Keeper Special Clerical Grade since 17-5-1994 and his transfer from Sudamdih Coal Washery to Patheidi Colliery is legal and justified. If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman as per his W.S. in brief is as follows :—

The concerned workman in his W.S. submitted that he was appointed in the year 1970 as Clerk Gr. III in Sudamdih Project by M/s. N.C.D.C. Ltd. and was posted in Store. Thereafter the said Sudamdih Project came under the management and ownership of BCCL in the year 1975. The concerned workman submitted that under direction of the management vide Order dated 29-3-1971 he started performing his duties as Asstt. Store Keeper in connection with the receipt of the materials at Railway Station. He alleged that though he by order of the management discharged his duties as Asstt. Store Keeper he was deprived of getting pay benefit pertaining to that post. He submitted that post of Asstt. Store Keeper belonged to Clerical Gr. II as RCWA-II. He alleged that as his service as Asstt. Store Keeper Clerical Grade-II was utilised with effect from 1-4-1971, he was entitled to get pay benefit of that grade but the management deprived him from enjoying the said pay benefit till 30-9-1975. He alleged that the management recruited some fresh hands of Store Keeper in 1974 when vacancies were available superseding the claim of the concerned workman and they were posted in the Sudamdih Project Store over the head of the concerned workman ignoring his seniority as a departmental candidate. Accordingly he submitted representation before the management for regularising his service as Asstt. Store Keeper with effect from 1-4-1971 or at least to give him promotion prior to the appointment of fresh hands of Asstt. Store Keeper. He submitted that the management in most arbitrary way gave him promotion in Clerical Grade. II on 10-10-75. As a result he filed an application under Section 33C(2) of the I.D. Act, 1947 before the Central Government Labour Court No. 3 at Dhanbad claiming difference of wages and service benefits (Clerical Grade-II) Asstt. Store Keeper w.e.f. 1-4-71 to 31-9-1975. The said case was registered as L.C. No. 12/80. During the pendency of the said L.C. case a settlement was arrived at between the concerned workman and the management and as per terms of settlement the concerned workman was retained in Sudamdih Coal Washery after converting his cadre from Clerical to Stores Personnel i.e. the designation of the concerned workman was converted from Clerk Grade-II to Asstt. Store Keeper without giving any remuneration and monetary benefit. On the basis of that settlement he withdrew the said L.C. Case. He submitted that as per terms of the said settlement the concerned workman was entitled to stay at Sudamdih Washery and eligible to enjoy certain facilities and amenities. In the year 1983 the management proposed to transfer him from Sudamdih Coal Washery to Regional Store violating the terms of settlement by changing the existing service condition and for which he submitted a Title Suit against the management in the Court of 1st Munsif Dhanbad. Order of transfer was accordingly stayed by order of the Ld. 1st Munsif Court, Dhanbad and thereafter it was affirmed by Learned District Judge, Dhanbad. Again in 1983 the management entered into settlement with the concerned workman and agreed to retain the concerned workman in the Sudamdih Coal Washery after cancelling the proposed order of transfer. Accordingly the concerned workman withdrew that title suit pending before the 1st Munsif Dhanbad. He submitted that in the year 1987 the management promoted him to the post of Store Keeper in Clerical Gr. I along with other. He disclosed that while working at Sudamdih Coal Washery he was directed by the management to discharge the duties of Sr. Store Keeper (Clerical Special Grade) in the vacant post of Sr. Store Keeper. Accordingly he submitted that as he was appointed as Sr. Store Keeper and as the management utilised his services as Senior Store Keeper from 14-3-90 he was legally entitled to get all the service benefits pertaining to the said post. But the management has failed and neglected to pay service benefits pertaining to that post. In this regard an application under Section 33C(2) of the I.D. Act, 1947 was

nied by the concerned workman before this Labour Court with prayer for claiming the difference of wages between Clerical Grade I and Clerical Special Grade from 14-3-80 to 8-8-1994 and the said case is still in process. The said case was registered as LC Case No 19/94. He alleged that on 17-3-1994 Sri S. K. Sarkar one of the store keeper of 1987 batch who was junior to him was promoted to next Clerical Special Grade superseding the concerned workman. He alleged further on 8-8-1994 the management in most illegal and arbitrary manner transferred him from Sudamdih Coal Washery stores to Patherdih Colliery by changing his existing service condition violating the terms of settlement arrived at between the management and the concerned workman, in settling the case of LC 12 of 1980 and title Suti No. 165/83. He submitted that he has already been appointed by the competent authority namely project Officer, Sudamdih Washery in the post of Sr. Store Keeper by issuing unanimous post facts approval and regularised his service as Sr. Store Keeper in permanent capacity retrospectively with effect from the date of retirement of A. W. Khan, Senior Store Keeper but the management failed and neglected to implement the said order. On the contrary the management transferred him from Sudamdih Coal Washery to Patherdih Colliery on 8-8-1994. He submitted that when the management appointed him to the post of Sr. Store Keeper after retirement of A. W. Khan on 14-3-1992 they are legally bound to implement the order and for which he not only entitled to get difference of wages but also entitled to get other service benefit with effect from the said date i.e. 14-3-92. He admitted that the action of the management in denying promotion in each successive grade from Asstt. Store Keeper, Store Keeper and Senior Store Keeper was illegal, arbitrary and unjustified and also against the mandatory provision of cadre scheme and service rule of the industry. Accordingly the concerned workman has prayed for passing an Award directing the management to give his promotion in Clerical Grade II w.e.f. 1-4-1971 instead of 1-10-1975, with back wages and other service benefits, in successive grade i.e. from Asstt. Store Keeper to Senior Store Keeper (Clerical Grade II to Clerical Special Grade).

3 The management on the contrary after filing WS cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in his WS. It has been submitted by the management that promotion of store personnel is governed by the Cadre scheme duly formulated by JBCCI and circulated through the Implementation Instruction No 34 dt 17-7-1984. The specific cadre scheme is contained at Annexure VIII-II attached to the aforesaid circular. As per the aforesaid cadre scheme selection of candidates for filling vacancies in higher categories shall be made on the recommendation of the DPC to be constituted by the Competent Authority. The selection of post shall be on the basis of seniority-cum-merit for clerical special grade on the basis of merit-cum-seniority. As per cadre scheme Annexure VIII II a Store Keeper in Clerical Grade I is eligible for promotion to Senior Store Keeper in Clerical Grade after completion of 5 years experience as Store Keeper. As the concerned workman has completed 5 years experience as Store Keeper in Clerical Grade I. He was eligible for consideration of promotion from the post of Store Keeper to Senior Store Keeper by the DPC. It has been submitted by the management that the concerned workman became the Store Keeper in Clerical Grade I from 7-3-87 and after completion of 5 years became eligible for consideration of his promotion from Store Keeper in Clerical Grade I to Senior Store Keeper in Clerical Special Grade and accordingly his case was put up before the DPC held in 1993 for consideration of all store personnel in clerical grade I working at different units of the Sudamdih Area. In the DPC the name of the concerned workman was not cleared for his promotion as Senior personnel who were promoted to Store Keeper in 1982 were cleared by the DPC and the concerned workman having come to the Grade I in 1987 his case could not be cleared by the DPC and accordingly he was not promoted to the post of Senior Store Keeper in view of the cadre scheme duly formulated by JBCCI which became binding both on the management as well as on all the workmen working in the Coal Industry. The management further submitted that it was not the case of the concerned workman to challenge the recommendations of the DPC and did not make out any ground for his consideration of promotion according to the provision of Cadre Scheme. His only claim was to give promotion showing him special favour superseding his seniors and perpetrating injustice against the persons who are rightly entitled to get their pro-

motion. The management also submitted that in absence of vacancies to promote all the persons working at Store Keeper in Grade I from 1982 batch upto 1987 batch, the concerned workman cannot be singled out and promoted not only the persons of his 1987 batch but superseding the batch of 1986. Therefore, his demand was turned down by the management and no reference was made on his demand. The management further submitted that the concerned workman was transferred from the Store of Sudamdih Coal Washery to that of Patherdih Colliery on account of administrative ground as per the usual procedure of transfer. Accordingly the challenge put through by the concerned workman in the matter of his transfer is vexatious and finds no value. The management is not required to justify its action for transfer. The management has the right to transfer from one place to another place from time to time in order to maintain proper administration and discipline. Accordingly the management has prayed for passing necessary Award rejecting the claim of the concerned workman.

4 The points for consideration in this reference are —

Whether the action of the Management in denial to promote Sri B. P. Mukherjee from Store Keeper to Senior Store Keeper, Spl. Grade since 17-6-1994 and his transfer from Sudamdih Coal Washery to Patherdih Colliery is legal and justified? If not, to what relief is the concerned workman entitled?

DECISION WITH REASONS

5 In order to substantiate his claim the concerned workman has been examined as witness on his part as WW-1 while the management examined one witness as MW-1. The concerned workman during his evidence disclosed that during 1970 he was appointed as Clerk Grade-III at Sudamdih Coal Washery. In the year 1980 he was transferred to Sudamdih Coal Washery in the capacity of Asstt. Store Keeper. In the year 1987 he got his promotion as Store Keeper in Clerical Grade I. In the year 1993 departmental promotion committee was set up by the management. The said committee then reported in the year 1994. He submitted that though his name was recommended by the DPC he was not given any promotion by the management to the higher post though he was very much eligible to get the said promotion. He submitted that on the contrary he was superseded by his junior Sri S. K. Sarkar. The order relating to the recommendation of promotion passed by the management during his evidence was marked as Ext. W-1. The document filed by the management in relation to the promotion of the concerned workman for the period of 1997 during evidence of this witness was marked as Ext. M-1 series. He submitted that on various occasions during the absence of Depot Officer he remained in charge of the Depot Officer by order of the management. He further submitted that A. W. Khan was Senior Store Keeper in Sudamdih Coal Washery who retired from service in year 1991 and after his retirement he remained in charge of the said washery. He disclosed that though he remained in charge as ordered by the management he was not confirmed in the said post. He further disclosed that the management violating the terms of settlement transferred him to Patherdih Colliery from Sudamdih Coal Washery in 1994 illegally and arbitrarily. The documents which the concerned workman in this respect relied on during evidence were marked as Ext. W-2 and W-2/1. MW-1 who deposed on behalf of the management during his evidence disclosed that there is cadre scheme for promotion of Store Keeper to Sr. Store Keeper. He submitted that the claim of the concerned workman for his promotion to Sr. Store Keeper with effect from 17-5-94 was not at all justified because of the fact that 7 other Senior Store Keepers who are senior to the concerned workman stopped on the line. He further submitted that transfer of the concerned workman from one store to another was on administrative ground. Accordingly it has been submitted by the witness that the claim of the concerned workman about his promotion and transfer finds no basis at all. Now let us consider how far the claim of the concerned workman stands on cogent footing and how he was been able to establish his claim. It is clear that the concerned workman acted in view of the order issued by the management and started work as Asstt. Store Keeper with effect from 1-7-71. It is the allegation of the concerned workman that in spite of utilising his service as Asstt. Store Keeper belonging to Clerical Grade II with effect from 1-4-1971 the management deprived him to give its actual benefit and as a result of which he was deprived of getting his promotional facilities. On the contrary the management ignoring his seniority as Asstt. Store Keeper recruited some fresh Assistant Store Keeper in the month of May,

1974 He submitted representation accordingly before the management to that effect but it did not yield any result. Even the management refused to count his seniority in relation to those Asstt Store Keeper who were recruited by the management afresh in the year 1974. He submitted that the management in a most arbitrary way issued his promotional order to Clerical Grade-II with effect from 1-10-75. He made a representation to that effect to the management but it did not yield any result. Accordingly he filed an application under Section 33C(2) before the Central Government Labour Court No. 3, Dhanbad claiming difference of wages and service benefits as Asstt Store Keeper with effect from 1-4-71 to 31-9-75. He submitted that in course of hearing of the said LC Case the management entered into a settlement with him and on the basis of that settlement he withdrew that LC Case. A copy of the said settlement during evidence of the concerned workman was marked as Ext W-2. I have considered that settlement duly executed by the concerned workman and the management and from this settlement it is clear that the concerned workman accepted his promotion to the post of Asstt. Store Keeper with effect from 1-10-75 without claiming any back wages. However, the management at that time agreed not to transfer the concerned workman to Washery Project Sudamdih. On the basis of that settlement the concerned workman withdrew that LC Case. Therefore, it is clear that without keeping any grievance in mind he accepted the settlement and withdrew the case itself. Accordingly at this stage I hold that on the part of the concerned workman there is no scope to agitate in the matter of his promotion and also in the matter of his claiming back wages which he has agitated in his W.S. afresh in connection with the present industrial dispute. In natural course seniority to higher post has to be counted from the date of his promotion and not from the date of his working as Asstt Store Keeper with effect from 1-4-71. It is further seen that the concerned workman again filed a suit against the management in the Court of First Munsiff Dhanbad being aggrieved by his order of transfer issued by the management. The said suit was withdrawn by the concerned workman on the basis of settlement entered into between the parties. That settlement during evidence of the concerned workman was marked as Ext W-2/1. According to this settlement the transfer letter which was issued against the concerned workman for his transfer to from Sudamdih Coal Washery to Regional Store Sudamdih was withdrawn. It is the allegation of the concerned workman that inspite of withdrawal of the said order of transfer he was again transferred by the management. The concerned workman further disclosed that in the year 1987 while working at Sudamdih Coal Washery he was promoted to the post of Store Keeper in Clerical Grade-I along with Shri S. K. Sarkar and others. He disclosed that his name was on the top of the list of the promotees by virtue of his seniority. He disclosed that while he was posted at Sudamdih Coal Washery he was directed by the management to discharge the duties of Senior Store Keeper in Clerical Special Grade in the vacant post of Senior Store Keeper and after retirement of A.W. Khan, Senior Store Keeper of Sudamdih Washery. The management utilised his service as Senior Store Keeper from 14-3-90 but inspite of utilising his service they refused to pay any financial benefit to him and as a result of which he again filed an application under Section 33C(2) of the ID Act 1947 before this Labour Court which is pending. As the claim of the concerned workman relating to his financial benefit for his work as Sr. Store Keeper with effect from 14-3-90 to 8-8-94 is under subjudice, this Tribunal in disposing of this industrial dispute finds no scope to make any observation relating feasibility of the claim of the concerned workman. The concerned workman alleged that on 17-5-94 Shri S.K. Sarkar one of the Store Keeper of 1987 batch who is most junior to the concerned workman had been promoted to next clerical Special Grade superseding the concerned workman. In support of the claim the concerned workman relied on the order passed by the Personnel Manager, Sudamdih Area on 6/3/1987. The document during his evidence was marked as Ext W-1. It is the contention of the management that in cadre scheme promotional policy is not taken up just on the basis of seniority but on the basis of seniority-cum merit list and also on the recommendation of the D.P.C. It has been submitted by the management that the concerned workman was junior to other and for which though his name was recommended for promotion before D.P.C. the said D.P.C. did not consider his name for promotion as he was junior to other including the Store Keeper of batch 87 to 1986. I have considered all relevant documents marked as Ext M-1 since including the marks

obtained by individual candidate in the matter of considering their promotion. After careful consideration of all the documents I have failed to find any irregularities relying on which there is scope to say that he was superseded by his junior on the basis whimsical decision taken by the management. The concerned workman in course of hearing has failed to produce any paper to show that his name was recommended by the D.P.C. in the year 1993 for consideration of his promotion. Untill and unless this aspect is established there is no scope to say that any arbitrary decision was taken by the management in the matter of considering promotion of others superseding him. The concerned workman submitted that he was illegally transferred violating the terms and conditions of the settlement entered into by him and the management. I have already discussed this matter above. From the record I have failed to find out any such material relying on which there is scope to say that the concerned workman was debarred from getting his order of transfer by the management. It is seen that after getting his promotion to the post of Store Keeper he was transferred. It is the contention of the management that transfer of an employee is ordered for the interest of smooth running of the administration and accordingly the employees have nothing to say the point of transfer. Therefore, onus absolutely lies on the concerned workman to establish that his posting at Sudamdih Washery was in the category of non-transferable post. Until and unless the same is established there is no scope to say that the management committed any illegality in transferring the concerned workman from washery to another place. It is the prayer of the concerned workman that the management committed illegality promoting him to the post of Asstt Store Keeper with effect from 1-10-75 instead of 1-4-71. Actually the concerned workman has been estopped from claiming so because of the fact that he has accepted his promotion as Assistant Store Keeper with effect from 1-10-75 on the basis of settlement entered into between him and the management in connection with LC 12/80. It is seen that the concerned workman did not raise his dispute while he was promoted to the post of Store Keeper in the year 1987. He raised the dispute only in relation to promotion of Store Keeper to the post of Sr. Store Keeper. I have already discussed all aspects carefully and I hold that the claim of the concerned workman finds no basis at all. The management did not commit any illegality in promoting the concerned workman as Asstt Store Keeper with effect from 1-10-75 and also to Store Keeper with effect from 1987. In the result, the following Award is rendered:—

"The action of the management in denial to promote Shri B.P. Mukherjee from Store Keeper Sr. Store Keeper Special Clerical Grade since 17-5-94 and his transfer from Sudamdih Coal Washery to Patherdih Colliery is legal and justified. Consequently, the concerned workman is not entitled to get any relief."

B BISWAS, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का आ 2994— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार इण्डियन ऑयल कॉर्पोरेशन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[स एल-30012/34/96-आई आर (सी-1)]

एम एस गुप्ता, अवसर सचिव

New Delhi, the 9th October, 2001

SO 2994—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Indian Oil Corporation and their workman, which was received by the Central Government on 9-10-2001.

[No. L-30012/34/96-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 3rd October, 2001

PRESENT :

K. Karthikeyan, Presiding Officer
Industrial Dispute No. 486/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 41/98)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri A. K. Balachandran and the Management of Indian Oil Corporation Ltd., Chennai.)

BETWEEN

Shri A. K. Balachandran. . . I Party/Workman

AND

The General Manager, . . . II Party/Management
Indian Oil Corporation Ltd.,
Chennai.

APPEARANCE :

For the Workman..M/s. S. Ramasundaram and
N. Jayalalitha, Advocates.

For the Management..M/s. T. S. Gopalan & Co.,
Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-30012/34/96-IR (Coal-I) dated 20-02-98.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No 41/98. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal the case has been taken on file as I.D. No 486/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 05-03-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for enquiry documents were marked by consent of the counsel on either side as Ex. M' to M26. No document is marked on the side of the I Party/Workman. No witness has been examined on either side.

When the matter came up for enquiry finally, the argument advanced by the learned counsel on either side was heard. Upon perusing the Claim Statement Counter Statement, the other material papers on record, the documentary evidence let it on the side of the II Party/Management and upon hearing the arguments of learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Indian Oil Corporation Ltd. in dismissing the services of Shri

A. K. Balachandran w.e.f. 14-10-1992 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. The averments in the Claim Statement of the I Party/Workman are briefly as follows :—

The I Party/Workman Sri A. K. Balachandran (hereinafter referred to as Petitioner) was appointed as a Steno in the II Party/Management Indian Oil Corporation Ltd., Chennai (hereinafter referred to as Respondent) at their office at Chennai on 11-09-1989. He was confirmed on 11-09-1990. When the Petitioner was in service, he was assigned the work of taking LPG master inventory and was deputed to Vijayawada area office. By a letter dated 20-11-90 he was directed to conduct master inventory at Machilipatnam and Avanigadda. As per the advice of his senior officials, he left Chennai on 29-11-90 to Vijayawada area office and reported to the Area Manager. As per his advice and instructions, he had acted upon and submitted his report. While so, the Petitioner was called upon by the Vigilance Officer of the II Party/Management Indian Oil Corporation Ltd., Chennai and was confined in a closed room for the whole day on 27-12-90 without disclosing any reason. The Vigilance Officer under threat directed the Petitioner to write down the dictated version of a false statement with an intent to use it against the Petitioner. The Vigilance Officer coerced the Petitioner under threat to do so and threatened him that the Petitioner has to face with dire consequences, if he denies to do so. The Petitioner was denied any opportunity to know the reason for such harassment by the Respondent. Immediately, on the next day, the Petitioner by his letter dated 28-12-90 have refuted the statement given under threat to the Vigilance Officer. The Respondent has issued a charge sheet to the Petitioner for which he replied through his letter dated 30-05-91 denying the charges levelled against him. Thereafter, the Petitioner was placed under suspension by an order dated 16-7-91. The Respondent appointed official, as Enquiry Committee and conducted the force of an enquiry which was ultimately resulted in an order dated 14-10-92 of dismissal of the Petitioner from service. Thereafter, the Petitioner preferred an appeal dated 1-2-1993 against the finding of the enquiry committee to the General Manager of Respondent/Management. The findings of the enquiry committee are mala fide biased, and self-serving. The Petitioner pleaded to reduce the capital punishment of dismissal on sympathetic grounds. However, the General Manager of the Respondent/Management dismissed his appeal and upheld the dismissal order. It is per se an arbitrary decision adopting unfair labour practice. Then the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) which ended in failure. The Respondent conducted a farce of an enquiry with a predetermined mind to punish the Petitioner without valid reasons and without giving sufficient opportunity for the Petitioner to defend the charges levelled against him. No direct evidence was let in by the Respondent in the enquiry. The enquiry committee drawn inference based on hearsay evidence of the management witnesses to hold the charges as proved. There is no written complaint for the charge against the Petitioner that he collected Rs. 500 from the distributor in order to pass it on to D.G.M. The findings of the enquiry committee is vague, since the observation that the car was provided by the distributor there was no necessity for the Petitioner to use an auto for claiming auto fare. The Petitioner has been made a scapegoat and the order of dismissal is illegal. He was not even paid proper subsistence allowance as per law, during the course of enquiry. The Respondent has failed to consider the Petitioner's blemishless record of service, before imposing the extreme punishment of dismissal. Hence, the order passed by the Respondent by dismissing the Petitioner from service is liable to be set aside.

3. The averments in the Counter Statement of the II Party/Management are briefly as follows :—

The II Party/Management/Indian Oil Corporation Ltd. (hereinafter referred to as Respondent) is engaged in marketing and distribution of petroleum products. One of the petroleum product is LPG Gas known as 'Indane Gas'. The Respondent is having a Area Office at Vijayawada. It has appointed distributors throughout the country. The distributor have to maintain proper account of the cylinders. In November 1990, the Respondent Corporation wanted to carry out a master inventory of cylinders available with the various

distributors. The Vijayawada Area Office requested the services of some of the staff from Regional Office at Chennai. The Petitioner who was a stenographer was one such staff deputed to Vijayawada for the work of master inventory. On 29-11-90, he left Madras to Vijayawada. He was assigned the verification of two distributors—Someswara Enterprises at Machilipatnam and Vijaya Krishna Gas Agency at Avanigadda. After reaching Vijayawada on 30-11-90, the Petitioner proceeded to Machilipatnam and carried out the verification work. From there, he proceeded to Avanigadda and carried out the verification on 1-12-90. On 2-12-90, he called on the Area Manager, Vijayawada and wanted his travel bill to be settled. However, the Area Manager refused to certify the bill on the ground that there was no necessity for him to travel by taxi. Though he was asked to return on 2-12-90, the Petitioner returned only on 3-12-90 and submitted a claim for Rs. 1149. In support of his claim among other bills, he submitted a receipt bearing No. 53 dated 3-12-90 of one Hotel Narayanaswamy. In December, 1990 the Respondent Corporation received a complaint from Someswara Enterprises, Machilipatnam that the Petitioner had demanded illegal gratification and also made certain other remarks which were totally unjustified. Based on that a vigilance investigation was ordered. In the course of vigilance investigation, it was found that the Petitioner had not only demanded the distributor to arrange for his hotel accommodation, but also made certain other demand which were immoral and unethical. He also made the dealer to provide him a taxi for which the dealer paid the charges. Based on the vigilance investigation a charge sheet dated 2-4-91 was issued to the Petitioner for the misconduct of taking bribe, commission of fraud, forgery in connection with corporation's business/property and acts subversive of discipline. On 30-5-91 the Petitioner gave his explanation denying the charges. Thereafter, he was asked to appear for an enquiry. In the enquiry, four witnesses were examined in support of the charges and the Petitioner examined one S. K. N. M. Gandhi. The enquiry committee gave its report on 10-7-92 holding that the charges were proved. Based on the report of the enquiry committee, a second show cause notice dated 31-7-92 proposing a punishment of dismissal was issued to the Petitioner. On 20-8-92 the Petitioner gave his reply. After considering his representation orders were passed on 14-10-92 dismissing the Petitioner from service. He preferred a departmental appeal which was also rejected. The dismissal of the Petitioner is for his acts of proved misconduct and it is not liable to be interfered with. There was an inordinate delay on the part of the Petitioner in raising the present dispute. The domestic enquiry held into the charges against the Petitioner is fair and proper. If for any reason, this Hon'ble Court comes to the conclusion that the enquiry is vitiated the Respondent craves leave of the Court to lead evidence on merits of the misconduct of the Petitioner. Having regard to the conduct of the Petitioner the Respondent has lost confidence in him. The Petitioner should not be considered for any relief much less the relief of reinstatement. Therefore, an award may be passed rejecting the claim of the Petitioner.

4. The points for my consideration are—

- "1. Whether the domestic enquiry conducted by the Management into the charges against the Petitioner is fair and proper? and
2. Whether the action of the Management of Indian Oil Corporation Ltd. in dismissing the services of Sri A. K. Balachandran w.e.f. 14-10-1992 is legal and justified? If not to what relief the concerned workman is entitled?"

Point No 1. —

The Petitioner Sri A. K. Balachandran was deputed by the Respondent Management to Vijayawada for the work of master inventory. In pursuance to the receipt of complaint from the distributor M/s. Someswara Enterprises, Machilipatnam the Respondent ordered a vigilance investigation. Based on the vigilance investigation, a charge sheet was issued to the Petitioner by the Respondent for his alleged misconduct during his deputation to Vijayawada for the work of master inventory. Ex. M1 is the xerox copy of the letter dated 27-11-90 from Area Manager of Indian Oil Corporation Ltd., Vijayawada to the distributors regarding master inventory of LPG cylinders. Ex. M2 is the xerox copy of the complaint of

Someswara Enterprises, Machilipatnam on the Petitioner in English addressed to the Area Manager, Vijayawada with its English translation. Ex. M3 is the xerox copy of the letter dated 2-1-91 from the Area Manager of Respondent/Indian Oil Corporation Ltd. Vijayawada to the Vigilance Officer. The Vigilance Officer has conducted an enquiry and has submitted his report recommending for departmental action against the Petitioner. The xerox copy of the vigilance enquiry report is Ex. M4. Ex. M5 is the xerox copy of the charge sheet dated 2-4-91 for the charges levelled against the Petitioner for his misconduct. Ex. M6 is the explanation 30-5-91 submitted by the Petitioner for the charge sheet Ex. M5. Ex. M7 is the xerox copy of the order dated 16-7-91 passed by the Chief Divisional Manager of the Respondent/Management placed the Petitioner under suspension. Ex. M8 is the xerox copy of the letter sent to the Petitioner informing him about the appointment of enquiry committee and for conducting domestic enquiry against him for the charges levelled against him. Accordingly the enquiry committee has conducted a domestic enquiry. Ex. M9 is the xerox copy of the proceedings of the enquiry committee on various dates. It is seen from Ex. M9 that the charge sheeted employee had taken part in the enquiry proceedings in all the dates of enquiry and he was defended in the enquiry proceedings by a co-employee. It is seen from the enquiry proceedings, on the second sitting of the enquiry itself, 20 documents relied upon by the Management side were exhibited and the copies of those documents were furnished to the Petitioner and he was informed on that date itself by the Presenting Officer, that few more witnesses they may examine on the side of the Management. A perusal of the entire enquiry proceedings Ex. M9 clearly shows that the delinquent employee, the Petitioner herein had given sufficient opportunity to defend himself in the enquiry and he was properly defended by his defence assistant a co-employee and all the witnesses examined on the side of the Management were cross-examined by the defence assistant in detail. Ex. M10 to Ex. M20 are the xerox copies of the documents relied upon by the Management during domestic enquiry, which were marked as exhibits of the management in the domestic enquiry. Ex. M20 is the statement dated 27-12-90 given by the Petitioner about the incident on interrogation by the Vigilance Officer. Even though he has alleged in his Claim Statement that he has not given that statement voluntarily, but he has given the same under threat and coercion by the Vigilance Officer to his detention he has not substantiated the same with acceptable evidence. Subsequent to that statement given by his own hand admitting his mistakes, he was questioned by the Vigilance Officer and the Petitioner has answered the questions. These questions and answers were recorded by the Vigilance Officer and were explained to the Petitioner Sri A. K. Balachandran. He subscribed his signature underneath on 27-12-90 itself stating that he accepts the same as correct. Though he has disputed that statement and has stated in his Claim Statement that on the very next day i.e. 28-12-90 he has refuted the statement given to the Vigilance Officer, he has not let in any oral or documentary evidence to substantiate the same. The copy of the alleged letter dated 28-12-90 has not been filed by the Petitioner into Court. From this, it is seen that the said averment made by the Petitioner in his Claim Statement is not substantiated. No evidence has been let in by the Petitioner in this case either oral or documentary in support of his version in the Claim Statement that he gave the statement to the Vigilance Officer Ex. M20 under threat and coercion. A perusal of the entire enquiry proceedings and the documents relied upon by the Management during the domestic enquiry clearly show that sufficient oral and documentary evidence has been let in on the side of the Management to prove the charges levelled against the Petitioner, the charge sheeted employee before the domestic enquiry. Even if the confession statement Ex. M20 is said to have been retracted by the Petitioner subsequently is taken to be true there are other sufficient oral and documentary evidence available in this case as evidence before the enquiry committee to show that the findings given by the enquiry committee to hold the charges levelled against the Petitioner are proved and correct. It cannot be said that those documentary evidence have been created for the purpose of the domestic enquiry by the Management only to establish the charges levelled against him falsely. During the domestic enquiry the Petitioner, charge sheeted employee has chosen to examine one Mr. Gandhi as his witness. But, he has not chosen to examine himself as a defence witness. From this it is seen that the contention of the Petitioner that he has not been given sufficient opportunity to defend himself

effectively in the domestic enquiry and the Management has conducted farce of an enquiry are made without any basis. Further, when those averments have not been substantiated by the Petitioner by legal evidence before this Court they cannot be acceptable as valid and correct. Ex. M22 is the xerox copy of the second show cause notice given by the Disciplinary Authority to the Petitioner. Ex. M23 is the xerox copy of the explanation given by the Petitioner to the second show cause notice. From the reply he has given under Ex. M23, it is seen that to prove the charges levelled against him the Management has let in sufficient oral and documentary evidence and the Petitioner as a charge sheeted employee was given sufficient opportunity to defend himself effectively and he has done so with the assistance of a defence representative. So, under such circumstances, it cannot be said that the domestic enquiry conducted by the Management for the charges levelled against him is only a farce of enquiry. On the other hand, it is evident from record, that it is a fair and proper enquiry and the Petitioner has been given sufficient opportunity to defend himself effectively. Ex. M24 is the xerox copy of the dismissal order dated 14-10-92 against which the Petitioner has preferred an appeal and the xerox copy of the same is Ex. M25. Ex. M26 is the xerox copy of the order passed by the General Manager upholding the final order of dismissal passed by the competent Disciplinary Authority. So all these things go to show that the enquiry conducted by the Respondent/Management into the charges against the Petitioner is fair and proper. Thus, the point No. 1 is answered accordingly.

Point No. 2 :-

The proved misconduct of the Petitioner, the charge sheeted employee, is with regard to the conduct of the Petitioner as an employee of the Respondent/Indian Oil Corporation Ltd., a Government of India Enterprise, is very grave in nature warrants a deterrent punishment. From the proved charges, it is seen that the Petitioner has committed misconduct of taking bribe, committing fraud, forgery in connection with corporation's business/property and he has acted subversive of discipline as concluded by the enquiry committee as their findings. This is not a case of no evidence to say perverse findings of the enquiry committee. So, under such circumstances as it is held by the Supreme Court in a case reported as 1998 1 LLJ 629 Secretary to Government Home Department & Others vs. Srivaidyanathan, "the Tribunal cannot interfere to the findings of the Enquiry Officer unless findings are perverse and not supported by evidence". This decision of the Supreme Court in the above case is squarely applicable to the facts of this case. As it is correctly contended by the Respondent/Management in their counter, that because of the proved misconduct of the Petitioner the Respondent has lost confidence on him. Therefore the Respondent/Disciplinary Authority has taken a correct decision in awarding punishment of dismissal from service against the Petitioner. It is legal and justified one. Considering the gravity of the proved misconduct committed by the Petitioner the punishment awarded to the Petitioner by the Disciplinary Authority for the same cannot be considered to be disproportionate. Hence, it is found that the action of the management of Indian Oil Corporation Ltd. in dismissing the services of Sri A. K. Balachandran w.e.f. 14-10-93 is legal and justified. So, the concerned employee is not entitled for any relief. Thus, the Point No. 2 is answered accordingly.

5 In the result, an award is passed holding that the action of the management of Indian Oil Corporation Ltd. in dismissing the service of Sri A. K. Balachandran w.e.f. 14-10-93 is legal and justified. Hence, the concerned workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 3rd October, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party/Workman : Nil

For the II Party/Management :

3326 CI/2001-21

Ex. No. Date

- M1 27-11-90 Manager, distributor
- M2 05-12-90 Xerox copy of the complaint of Someswara Enterprises, Machilipatnam on the Petitioner in Telugu with English translation.
- M3 02-01-91 Xerox copy of the letter from Area Manager to the Vigilance Officer.
- M4 15-02-91 Xerox copy of the report of Vigilance Officer.
- M5 02-04-91 Xerox copy of the charge sheet issued to Petitioner.
- M6 30-05-91 Xerox copy of the explanation of the Petitioner.
- M7 16-07-91 Xerox copy of the order of Respondent placing the Petitioner under suspension pending enquiry.
- M8 20-08-91 Xerox copy of constitution of enquiry committee.
- M9 20-09-91
11-11-91
05-02-92 Xerox copy of the enquiry proceedings.
06-02-92
31-03-92
01-04-92
02-04-92
- M10 Nil Xerox copy of the list indicating name of Distributors, location, distributors code etc.
- M11 01-02-90 Xerox copy of the register of page 12 of Hotel Narayanasamy, Vijayawada registering his Name with family.
- M12 30-11-90 Copy of register of Apsara Boarding and Lodging.
01-12-90 House. Machilipatnam.
- M13 01-12-90 Xerox copy of the receipt of Rs. 485.60 received from Petitioner issued by M. Raju of Kanniga Parameshwari Travels, Vijayawada towards Taxi Hire charges.
- M14 04-01-91 Xerox copy of the letter from Manager of Hotel Narayana Swamy to Vigilance Officer enclosing Copy of receipt No. 56 dt. 2-12-90.
- M15 01-12-90 Xerox copy of the physical stock verification report of Petitioner regarding Vijayawada Gas Enterprises.
- M16 01-12-90 Xerox copy of the certificate issued by the Petitioner on the inventory conducted at Vijaya Krishna Gas Enterprises, Avanigadda.
- M17 01-12-90 Physical stock verification of Petitioner regarding Someswara Gas Enterprises, Machilipatnam.
- M18 01-12-90 Xerox copy of the physical stock certificate issued by Petitioner regarding conduct of inventory at Someswara Gas Enterprises.
- M19 01-12-90 Voucher of Petitioner claiming and receiving Rs. 1141 towards his TA/Disciplinary Authority Enclosing bill for travelling expenses DA, hotel Accommodation and conveyance for 29-11-90 to 03-12-90.
- M20 27-12-90 Xerox copy of the statement given by the Petitioner on the incident on interrogation by Vigilance Officer.
- M21 10-07-92 Xerox copy of the report of enquiry committee.
- M22 31-07-92 Xerox copy of the 2nd show cause notice issued to the Petitioner proposing punishment of Dismissal.

M23 20-08-92 Xerox copy of the Petitioner's representation.

M24 14-10-92 Xerox copy of the order of Respondent dismissing the Petitioner from service.

M25 01-02-93 Xerox copy of the appeal of the Petitioner

M26 11-03-93 Xerox copy of the reply of Respondent Rejecting the appeal of Petitioner and confirming the punishment.

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 2995.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ऑयल कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[सं.एल-30012/100/97-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 10th October, 2001

S.O. 2995—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation and their workman, which was received by the Central Government on 9-10-2001.

[No. L-30012/100/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESHWAR

PRESENT :

Shri S. K. Dhal, OSJS (Sr. Branch),
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 163/2001

Date of conclusion of hearing—14th Sept. 2001

Date of Passing Award 28th Sept. 2001

BETWEEN :

1. The Management of the Terminal Manager,
Indian Oil Corporation Ltd., Paradip.
2. M/s. S. K. Samsool, Port Contractor,
Jaradip. .. Ist Party-Management

AND

Their Workman, represented through the
General Secretary, Paradip Bandar
Shramik Union, 121, Madhuban,
Paradip. .. 2nd Party-Union.

APPEARANCES :

None : For the 1st Party/Management.

None : For the 2nd Party/Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-30012/100/97-IR(C-I), dated 13-4-1998 :—

“Whether the demand of the Union for payment of Rs. 4200 per month to the Contract Workers engaged by M/s. S. K. Samsool, Contractor, is justified? If not, to what relief are the workmen entitled?”

2. The reference was made in the year 1998. While making reference the Government of India (Ministry of Labour) had intimated the 2nd Party-Union to file their Claim Statement. From the date of receipt of the reference the Tribunal also directed by issuing notice to the Union to file the Claim Statement, but the 2nd Party-Union did not take any step and so he has been set exparte. The Management No. 2 also did not take any step. So the 1st Party-Management is also set exparte. The representative of the Management No. 1 has made appearance.

3. The dispute has been raised on behalf of the 2nd Party-Union. Unless, the Claim Statement is filed there is no scope for the 1st Party-Management No. 1 to file their Written Statement. As the Union has not taken any step and he has not filed his Claim Statement it can not be said that the demand of the 2nd Party-Union is justified. Unless, the materials placed before the Tribunal it can not be said that the demand made by the 2nd Party-Union as referred to by the Government of India is justified and the workman are entitled to get relief. So in that case it can be said that the demand of the 2nd Party-Union for payment of Rs. 4200/- per month to the contract workers engaged by M/s. S. K. Samsool, contractor, is justified the 2nd Party, Union is also not entitled for any relief.

4. Reference is answered accordingly

(Dictated and corrected by me.)

Dated 28-9-2001.

S. K. DHAL, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 2996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयर लाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2001 को प्राप्त हुआ था।

[सं.एल-11012/1/78-डी-III वी/डी-III वी (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 10th October, 2001

S.O. 2996.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of Indian Airlines and their workman, which was received by the Central Government on 9-10-2001.

[No. L-11012(1)/78-D-II B/D-III B(C-D)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 14th September, 2001

PRESENT:

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 587/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 50/90)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri C. Madhavan and the Management of the Regional Director, Indian Airlines, Chennai.)

BETWEEN

Sri C. Madhavan, : I Party/Workman.
Chennai.

AND

The Regional Director, : II Party/Management.
Indian Airlines,
Chennai.

APPEARANCE:

For the Workman : Mr. M. Muthupandian, Advocate.

For the Management : M/s. N.G.R. Prasad, Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-11012(1)/78-D-II(B) D. III(B) dated 15-6-90.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 50/90. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that tribunal, the case has been taken on file as I.D. No. 587/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 15-3-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 21-8-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side and upon hearing the arguments of learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal as follows:—

“Whether the Management of Indian Airlines, Madras is justified in denying employment to Shri C. Madhavan Peon after getting the option for empanelment for future absorption? If not, to what benefits the concerned workman is entitled?”

2. The averments in the Claim Statement of the I Party/Workman are briefly as follows:—

The I Party/Workman Sri C. Madhavan (herein after referred to as Petitioner) has joined the service of the II Party/Management, Indian Airlines, Chennai, as a Peon from 13-9-1971. He was shown against the sanctioned post of Peon from 22-5-1972. He was taken as casual regular peon in the operation department by an order dated 13-9-1971, on a six days a week basis. Though the Petitioner had put in more than 240 days of continuous service, he was orally terminated from services on 24-11-1973 without any notice or reasonable cause and without complying the provisions of Industrial Disputes Act. In spite of repeated demands for reinstatement, the II Party/Management (herein after referred to as Respondent) did not reinstate the Petitioner in service. Based on the demands of various casual workmen, the Respondent issued the notice dated 27-12-1974 and gave option to the workmen who had completed 240 days of service in a year for empanelment or for compensation in the prescribed form annexed to the said notice and the workmen were asked to exercise their option on or before 23-2-1975. The Petitioner who had also satisfied the condition contemplated in the notice for empanelment or compensation duly exercised this option for empanelment. The Petitioner has undergone medical check up in the year 1973 and found fit for services. They were also submitted nomination for provident fund and gratuity as called for by the Respondent. The Respondent/Management prepared panels of eligible workmen for each cadre/category of each base/station based on seniority. The name of the Petitioner was placed at serial number 1 in the panel of peon. As per notice dated 27-12-1974, any future vacancy in the respective cadres would have to be filled up from the panel of the respective cadres on the basis of seniority. The Petitioner made a representation to the Respondent through a Member of Parliament for his absorption in the Respondent's office. The Respondent replied to the M.P. by a letter dated 24-3-1975, wherein the Respondent had admitted that the Petitioner had opted for empanelment and that the prospect of employment in Indian Airlines depend on the determination of staff strength after staff assessment review and that the candidates in the panel would be taken into account in the event of recruitment. The Petitioner made a representation on 22-7-1974 for appointment to the post of Peon in Commercial Department in the permanent vacancy due to the transfer of Mr. B. S. Mark to Hyderabad. Similarly, the Petitioner made another representation dated 6-12-74 to appoint and absorb as a Peon in the vacancy caused in the Operation Department due to the retirement of Mr. T. V. Raghavan. This was followed by another representation dated 18-3-1975. The Respondent sent a letter dated 24/25-9-1975, in reply to the representation dated 18-3-75 and directed the Petitioner to meet the Manager (Personnel services). Accordingly, he met the Manager, who informed him that he will issue and communicate necessary orders, providing him a job. Though the Petitioner stood at the top of the panel for clearance and had also qualifications, instead of appointing him as Peon, one Mr. D. Arumugam who was not even in the panel of peons, but found only in the loaders panel was appointed to the post of Peon, ignoring the legitimate and rightful claim of the Petitioner. Immediately, the Petitioner wrote a letter dated 23-3-1976 to the Respondent with a request to reinstate him into service. The Respondent sent a letter dated 8-2-1977 stating that the Petitioner had to be taken chance along with other outside candidates as and when vacancy occur and he was advised to register his name to the local Employment Exchange and he will be considered, if as and when vacancies were notified and his name was sponsored by Employment Exchange. The Respondent failed to see that the said conditions would be applicable only to the workmen who had not completed 240 days of service and not to the workmen like the Petitioner, who had completed 240 days of service. By a letter dated 13/17-09-1977, the Respondent informed the Petitioner that his request for reinstatement cannot be considered. Therefore, the Petitioner by his letter dated 17-10-1977 raised an industrial dispute before the Regional Labour Commissioner (Central) Chennai. As the conciliating efforts ended in failure, Regional Labour Commissioner (Central) sent a failure report to the Govt. of India. As the Govt. had declined to refer the dispute for adjudication by the Tribunal the Petitioner filed a Writ Petition No. 1790/81 to set aside the order dated 9-2-1979 passed by the Govt. for declining to refer the dispute for adjudication. The said Writ Petition was allowed on 20-3-1990 and subsequently, the

Govt of India by an order dated 15-6-1990 referred the dispute for adjudication. The action of the Respondent in terminating the Petitioner on 24-11-1973 and not appointing him as a permanent peon in the regular vacancy after empaneling him in the panel of peons is arbitrary, illegal and unjust. The Respondent had paid neither notice pay nor compensation to the Petitioner. Therefore, the termination is violative of Section 25F of Industrial Disputes Act and it is void ab initio. The Respondent's action in appointing Sri D Arumugam as Peon overlooking and negating the rightful legitimate claim of the Petitioner was illegal and arbitrary. It amounts to arbitrary and discriminative action of the Respondent. Hence, it is prayed that the Tribunal may be pleased to pass an award holding that the termination of the Petitioner from services on 24-11-1973 and denial of regular appointment to the post after empanelment as unjustified and direct the Respondent to reinstate the Petitioner with continuity of services, back wages and other attendant benefits.

3 The averments in the Counter Statement of the II Party/Management are briefly as follows:—

The Petitioner was engaged as a Peon on ad-hoc basis in the Operations Department from the middle of September, 1971 till middle of May, 1972. The engagement was against leave vacancies, as and when work was available. With effect from 22nd May, 1972, the I Party was engaged as a casual peon. On 13-9-1973, an order was issued to the Petitioner engaging him as a casual peon on six days' a week basis. But unfortunately there was a strike by the employees of the Indian Airlines which resulted in the Management declaring a lock out on 24-11-1973. After the lock out was lifted, there was no work of casuals. Accordingly, the Management did not given work to the Petitioner and other casual labourers and they were not employed after 24-11-1973. The Petitioner had not put in continuous service of 240 days in a period of 12 calendar months immediately preceding 23-11-1973. On December, 27, 1974 purely on compassionate grounds, a notice was issued by the Respondent to all ex-casuals, who have completed 240 days of casual engagement in a period of one year to either opt for ex-gratia compensation or keep themselves empanelled to be considered against any likely future vacancies. Several of the casuals including the Petitioner responded to the said notice and exercised their option for employment and a panel of those who exercised their options for employment was drawn on 13-3-1975 which is valid upto 31-3-1976. As the Petitioner had been paid wages for a period of more than 240 days his option was also considered at that time. However, no vacancy of peon in the unreserved category arose during the validity period of the said panel and nobody could be appointed. Therefore, he was informed in February, 1977 that he would have to take his chance with outside candidates. Subsequently, it turned out that the Petitioner had not actually worked for 240 days but worked only for 221 days. The Petitioner's name was included in the panel by oversight. Though the Petitioner was paid wages for 296 days it included 75 weekly off on which days he did not work and he had actually worked only for 221 days. Instead of taking the actual number of days he actually worked, unfortunately the Indian Airlines took the number of days he was paid into consideration and that was how the mistake has happened. It is evident from the letter dated 8-2-77. Moreover, no unreserved vacancies arose during the life-time of the panel i.e. 13-3-1976 and hence the question of offering the Petitioner appointment in the said panel did not arise. This position was clearly explained to the Member of Parliament and the Petitioner took up his case through the said M.P. The Respondent usually maintains records pertaining to casual only for the period of last three years and hence not in a position to confirm or deny the receipt of representations from the Petitioner. No unreserved vacancies existed during the validity period of the panel. During the life-time of the panel, no unreserved vacancy arose but only one vacancy meant for Scheduled Caste/Scheduled Tribe and the vacancy was filled by a Scheduled Caste candidate Sri D Arumugam. The Petitioner is not really entitled to claim any employment on a permanent basis since he has not actually worked 240 days. Even assuming violation of Section 25F of I.D. Act, it is not feasible to grant the relief of reinstatement. The alleged denial of employment arose sometime in the year 1973 and already 28 years have gone by. Now the job opportunity in Indian Airlines have almost come to nil. Therefore, reinstatement is neither feasible

nor practical. Hence, it is prayed that the claim of the petition may be dismissed.

4 The I Party/Petitioner has filed a rejoinder for the Counter Statement of the II Party/Management. The averments in the rejoinder of the Petitioner are briefly as follows:—

The Petitioner denies the allegation of II Party that he had not put in 240 days of service in twelve months immediately preceding his termination on 24-11-1973. But he had completed 240 days continuous service. The contra averment in the Counter Statement that the Petitioner had worked only for 221 days is false. Only because the Petitioner had completed 240 days of service, his name was rightly included in the panel. Sundays and weekly off and other holidays shall have to be taken into account for the purpose of computing continuous service. Hence, the Petitioner could not be terminated without complying with Section 25F of the Industrial Disputes Act by the Respondent/Management. Hence, the action of the Management in terminating the services of the Petitioner from 24-11-73 is void ab initio. After the termination of the I Party, the II Party had appointed several new persons as Peon in contravention of Section 25H.

5 When the matter was taken up for enquiry documents were marked by consent of counsel on either side as Ex W1 to W5. The counsel for the II Party/Management represents that the II Party have no documents. The counsel on either side has represented that they have no oral evidence. The arguments advanced by the learned counsel on either side were heard.

6 The Point for my consideration is—

'Whether the Management of Indian Airlines, Madras is justified in denying employment to Sri C Madhavan, Peon after getting the option for empanelment for future absorption? If not, to what benefits the concerned workman is entitled?'

Point —

The Petitioner Sri C Madhavan had joined as a Peon in the Respondent's Operations Department on 22-5-1972. It is alleged in the Claim Statement that the Petitioner was orally terminated from services by the Respondent/Management on 24-11-1973 without any notice, without any reason or reasonable cause and also without complying the provisions of the Industrial Disputes Act. But in the Counter Statement, it is clearly averred that there was a strike by the employees of Indian Airlines which resulted the Management in declaring a lock out on 24-11-73. This averment in the Counter Statement has not been disputed by the Petitioner, even in his rejoinder. It is an admitted case of both the parties that the notice was issued by the Respondent/Management to all ex-casuals to either opt for ex-gratia compensation or keep themselves empanelled to be considered against any likely future vacancies and the Petitioner has exercised his option for employment and for the casual workers who have exercised their option for employment, a panel was drawn on 13-3-75. It is the contention of the Respondent in their Counter that the said panel was valid upto 13-3-1976. It is also not averred in the Counter Statement that the casual employees who exercised their option for employment and empanelment was put in notice that the said panel was valid upto 13-3-1976. It is the contention of the Petitioner in the Claim Statement itself that he was placed in Sl No 1 in that panel. That contention of the Petitioner has not been denied in the Counter Statement of the Respondent. Ex W1 is the correct copy of the notice calling for option for empanelment dated 27-12-1974. In that notice, nothing has been stated that the panel drawn will be in force for a period of one year or upto 31-3-76. Ex W2 is the letter dated 24-3-1975 sent by the Respondent/Management Regional Director to the Member of Parliament Smt V Jeyalakshmi as a reply to her letter dated 19-3-1975 enclosing the representation of the Petitioner. In that letter the Management has stated that the candidates on the panel will be taken into account in the event of recruitment. In that letter the Respondent/Management has not stated that the panel was drawn only for one year and is valid upto 13-3-1976. Further in that letter of the Management it is not stated that the Petitioner's name was included in that panel by oversight. As per Ex W1 the Respondent has prepared that

panel only for the workmen who engaged earlier for a period of 240 days as casual labourer in one year. It is admitted in the Counter itself that the Petitioner was paid wages for 296 days inclusive of 75 weekly offs. The Supreme Court in a case reported as 1985 (4) SCC 71 Workmen of American Express International Banking Corporation vs Management of American Express International Banking Corporation has held that the expression actually worked under the employer cannot mean those days only and the workmen worked with hammer sickle, or pen but must necessarily comprehend all those days during which he was in the employment of the employer for which he had been paid wages either under express or implied contract of service or by compulsion of statute standing orders etc. and has further held that the expression actually for 240 days or more in a year includes paid holidays i.e. Sundays and other holidays for which wages are paid under the work, by contract or statute. This decision has been followed by the Supreme Court in another case reported as 1985 (4) SCC 78 Management of Standard Motor Products of India Ltd vs A Parthasarathy and another. So in view of these Supreme Court decisions, the contention of the Respondent in the Counter Statement that though he was paid wages for 296 days it included 75 weekly offs on which days he did not work and he had actually worked only for 221 days is incorrect. So, in view of the Supreme Court decisions cited above, the decision of the Tamil Nadu State Industrial Tribunal, Chennai, in I.D. No. 29/75, cannot be canvassed by the Respondent/Management as correct. It is averred in the Claim Statement as well as in the rejoinder of the Petitioner that when the Petitioner had worked for 296 days he could not be terminated before complying with Section 25F of Industrial Disputes Act. As per Section 25F of Industrial Disputes Act, no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until, the workman has been given one month's notice in writing or has been paid in lieu of such notice wages for the period of notice the workman has been paid at the time of retrenchment compensation which shall be equivalent to fifteen days average pay. This provision of the Industrial Disputes Act has not been followed by the Respondent/Management while denying employment to the Petitioner. In Para 13 of the Counter Statement the Respondent has alleged that even assuming of violation of Section 25F of the Industrial Disputes Act, it is not feasible to grant the relief of reinstatement, since the alleged denial of employment in the year 1973 was about 28 years back and the job opportunity in the Indian Airlines have almost come to nil. So, from this it is seen that in a way the Respondent/Management has admitted about the violation of Section 25F of the Industrial Disputes Act, by the Respondent/Management while denying employment to the Petitioner.

7 The learned counsel for the Respondent has contended that the Petitioner after having opted for inclusion of his name for panel for employment and not to have compensation he cannot claim to have compensation under Section 25F of the Industrial Disputes Act. No substantial evidence is available from the side of the Petitioner to show that subsequent to the lock out in the year 1973, the Respondent/Management had employed any casual labourers as the Petitioner was engaged earlier. It is further argued by the learned counsel for the Respondent that no action was taken against the Petitioner by the Respondent/Management for termination of his service to say that he has been terminated from service and that the Petitioner was engaged as a casual labourer in the vacancies and it cannot be equated to the permanent vacancy employment and that the inclusion of his name in the panel cannot create a right of the Petitioner to claim employment in the Respondent/Management. Considering all these aspects the Tribunal has come to the conclusion that the Petitioner cannot be granted the relief of reinstatement of service with continuity of service back wages as contended in the Claim Statement. But he can be awarded a reasonable compensation for the loss of employment. Hence it is concluded that it cannot be said that the Management of Indian Airlines Madras is unjustified in denying employment to Sri C. Madhavan Pilon after getting his option for empanelment for future absorption. Thus, the point is answered accordingly.

8 In the result an award is passed directing the Management of Indian Airlines II Party to pay the workman the Petitioner Sri C. Madhavan Rs. 75,000 (Rupees Seventy five thousand only) towards compensation for the non employment

within three months from this date, failing which, with interest of 12 per cent per annum for the said sum from this date, till the date of payment. No Cost.

(Dictated to the Stenographer transcribed and typed by him corrected and pronounced by me in the open court on this day the 14th September 2001.)

K. KARTHIKEYAN Presiding Officer

Witnesses Examined

On either side None

DOCUMENTS MARKED

For I Party/Claimant

Ex. No. Date Description

W1 27.12.94 Xerox copy of the notice calling for option for empanelment

W2 24.3.75 Xerox copy of the letter from Respondent to Smt. V. Jeyalakshmi MP

W3 30.10.98 Xerox copy of the order of High Court in W.P. No. 15083 of 1990 and WMP No. 23578/90.

W4 23.4.2001 Xerox copy of the order of High Court in Writ Appeal No. 1698 of 1998 and CMP No. 19065 of 1998.

For the II Party/Management Nil

नई दिल्ली, 16 अक्टूबर, 2001

का. आ. 2997— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केंद्रीय सरकार की सी. सी. एन. के प्रवक्तव्य के अन्तर्गत नियोजन के और उनके कर्मचारियों के बीच अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण में 1, धनबाद के पंचाट को प्रकाशित करता है जो केंद्रीय सरकार को 15-10-2001 का प्राप्त हुआ था।

[स. एन.-2001/6/88-डी-IV (ए) (सी-I)]

एस. एस. गुप्ता अवसर सचिव

New Delhi the 16th October, 2001

56/2001 In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, I Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCI and their workman which was received by the Central Government on 15.10.2001.

[No. I 2001/6/88 D IV(A)(C-I)]

S. S. GUPTA Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I DHANBAD

In the matter of a reference under Sec. 10(1)(d)(2A) of the Industrial Disputes Act 1947

Reference No. 136 of 1988

PARTIES

Employers in relation to the management of M/s. Coal India Limited and M/s. Bhilai Coking Coal Limited

AND

Their Workmen.

PRESENT

Shri S.H. Kazmi Presiding Officer

APPEARANCES

For the Employers Shri B. Joshi, Advocate

For the Workmen Shri D. Mukherjee, Advocate

STATE Jharkhand INDUSTRY Coal

Dated, the 4th October, 2001

AWARD

By Order No L-20011/688-DIV(A) dated 31-10-88 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal

'Whether the demand of the Union that the Ex-employee of Ex-Coal Mines Labour Welfare Organisation, who have been absorbed by M/s. Coal India Limited/Bharat Coking Coal Limited with effect from 1-10-1986 should be given fitment benefits of National Coal Wage Agreement-III is justified? If so, to what relief the concerned workmen are entitled?'

2 Precisely, the sponsoring union has come up with the case that the Parliament by enactment of the Coal Mines Labour Welfare Fund (Repeal) Act, 1986 repealed the Coal Mines Labour Welfare Fund Act, 1947 as a consequence of which the Coal Mines Welfare Organisation ceased to function from the appointed day, i.e. 1-10-1986. The scheme and institutions run by Coal Mines Welfare Organisation together with connected employees stood transferred to Coal India Limited and its subsidiaries and Singareni Collieries Company Ltd w.e.f. 1-10-1986. Consequently all the regular full time employees of Coal Mines Welfare Organisation including erstwhile employees being represented by the sponsoring union in the instant reference, stood transferred to the cadre of respective Coal Companies and since 1-10-1986 they became the employees of subsidiaries of Coal India Limited and in this particular case M/s. BCC Ltd. The terms and conditions of their service and their salaries were required to be determined and adjusted according to the changed circumstances. It is said that at the time of absorption a letter dated 30-11-1986 was issued to all the ex-employees of CMLWO for exercising any one of the options as mentioned and enumerated in the said letter. Out of those options one was to opt to retain Government service and the second was to opt to be absorbed in the coal companies pay scale and terms and conditions. The third option was to be absorbed in the coal company but retention of Government pay scale and service conditions including pensionary benefits. Pursuant to that the staff of CMLWO who had merged with M/s. BCCL opted under Option No. 2. Thereafter instead of granting them the scale of pay available to the employees of M/s. BCCL under NCWA-III the management paid them the old salary which they were drawing as the employees of CMLWO prior to 1-10-1986. They were, however, given the pay scale w.e.f. 1-1-87 when the NCWA-IV came into effect. As such the grievance raised is that the erstwhile ex-employees of CMLWO after being absorbed in M/s. BCCL should have been granted the pay scale under NCWA-III like other employees of M/s. BCCL w.e.f. 1-10-86 instead of commencement of such benefits from 1-1-87.

Besides the above the case of the sponsoring union is that the aforementioned options were given to the executives and non-executive ex-employees of CMLWO after which they both opted for their absorption in M/s. BCCL and also the pay scale of M/s. BCCL and the pay scale of the executives were also fixed w.e.f. 1-1-87 but later on their representation their pay scales were re-fixed w.e.f. 1-10-86 in the pay scale of Coal India Ltd. So particularly in view of these developments the management has no legal or moral right to deny the same facility and to discriminate the non-executives whose case or claim stood on equal footing.

3 While controverting most of the allegations made against it the case of the management, in short, is that the present reference itself is not maintainable, in view of the fact that M/s. Coal India Ltd has its subsidiaries in different States of India and CMLWO had different units in different States. As the ex-employees of CMLWO have been absorbed in different States, the sponsoring union has no authority to raise a dispute of national interest or behalf of ex-employees of CMLWO and such dispute can only be referred to National Tribunal. This apart, the names of the persons concerning in the reference have also not been mentioned.

Further it has been said that prior to merger of their services in the subsidiaries of Coal India Ltd that is to say, M/s. BCCL the employees of CMLWO were governed by Central Pay Commission Recommendations and their scale of pay were revised w.e.f. 1-1-86 as per the Fourth Central Pay Commission Recommendations. As their scale of pay have not been revised w.e.f. 1-10-86 and the scale of pay of the workmen of the collieries were revised w.e.f. 1-1-87, they were brought on the revised scale of pay w.e.f. 1-1-87 instead of 1-10-86 on which date CMLWO was merged with M/s. Coal India Ltd. Had the employees of CMLWO been granted the pay scale under NCWA-III w.e.f. 1-10-86, their pay scale would have been again revised w.e.f. 1-1-87 just three months after and there would have been disparity in the pay scale between the employees of M/s. BCCL and the employees of CMLWO. Therefore, they were given the option to continue with the same terms and conditions as were applicable to them under Central Pay Commission or to accept the offer of M/s. BCCL scale of pay w.e.f. 1-1-87 when the new scale of pay after revision was to be implemented. Accordingly, upon exercise of their options one group of workmen were fixed on the pay scale under NCWA-IV w.e.f. 1-1-87. They are now claiming to be fixed under NCWA-III w.e.f. 1-10-86 and thereby they want to take double benefits, one revision from 1-1-86 and one revision w.e.f. 1-10-86 and yet another revision from 1-1-87 which would have put them as 1 to 2 grades higher than the employees of M/s. BCCL similarly situated. It is further said that these employees have no right to go back on their own acceptance of the offer and demand for double benefit which is not permissible in view of the disparity which would have caused in the Coal India Ltd in respect of many workmen similarly situated and performing similar jobs. Therefore, their demand is absolutely illegal and unjustified.

Further according to the management the question raised in regard to the discrimination between the executives and non-executives of ex-CMLWO has no merit or substance. Despite the fact that most executives also opted for option No. 2 the management gave different offer of executive grades to different officers according to their merit with a view to absorb in Coal India Ltd cadre. They were not covered under NCWA as they are not workmen and the principle of equal pay for equal work is not directly applicable to them. They were absorbed w.e.f. 1-10-86 on the executive cadre which was not revised w.e.f. 1-1-87 and the old scale continued even in the year 1987. As the executive scale of officers were not revised w.e.f. 1-1-87 there was no question of giving them any revised scale w.e.f. 1-1-87. It was immaterial whether they were fixed on the new executive scale of BCCL w.e.f. 1-10-86 or 1-1-87 as they were not going to get any jump on their grade or scale w.e.f. 1-1-87 and they continued to be on the same scale of pay as was fixed on 1-10-86 and 1-1-87 as well. Thus the fixation of the officers were made differently from the fixation of other employees and the distinction came as the new scale of the officers were not revised w.e.f. 1-1-87 whereas the scale of workmen were revised w.e.f. 1-1-87 under NCWA-IV. In order to maintain the parity and to avoid to grant double benefit on account of revision of pay scale from 1-1-86 by virtue of Fourth Central Pay Commission Recommendations and merger with M/s. BCCL w.e.f. 1-10-86 and subsequently revision of pay scale of workmen w.e.f. 1-1-87 under NCWA-IV, the aforesaid exercise was made which cannot be reasonably questioned by taking the plea of discrimination.

4 In support of their respective stands oral as well as documentary evidence were led on behalf of the parties. One witness was examined on behalf of the sponsoring

union and similarly one was examined on behalf of the management. Few documents were also produced and exhibited on behalf of the parties. Out of the documents filed on behalf of the union Ext W-1 is Office Order dated 3-11-90 showing the fixation of wage w.e.f. 1-1-87 Ext W-3 showing fixation of pay scale of ex Coal Board employees in NCWA III w.e.f. 1-4-75 Ext W-4 terms and conditions of service of Coal India Ltd and Ext W-5 fixation of employees of erstwhile CMLWO transferred w.e.f. 1-10-86. Likewise from the side of the management letters, orders and wage-sheets were produced and are Exts M-1 to M-7.

5 From the side of the management one Adyasan Singh has been examined as MW-1 who claimed himself to be the Personnel Manager of M/s BCC Ltd posted at Headquarter at Koyla Nagar. He has said that CMLWO merged with BCCL w.e.f. 1-10-86 and he along with other members of the staff became the employees of M/s BCCL. Further according to him as per Central Pay Commission Recommendations their wages were fixed w.e.f. 1-1-86 and NCWA IV which is applicable to M/s BCCI which came into force w.e.f. 1-1-87. In his evidence he, thereafter, has mentioned about the options given by the employees and then has said that it was stipulated in option form submitted by the workmen who had opted for the pay scale of M/s BCCI that their wages will be revised as per NCWA when the same would come into effect and so long it is not done the workmen would be getting the wages as available to them as per Government pay scale. He has also said that the procedure followed by the management in this matter is perfectly justified. During the course of his cross-examination he has said that both Gazetted and non-Gazetted employees of their Organisation became the employees of M/s BCCI w.e.f. 1-10-86. He has further said that pay scale of Gazetted employees were fixed subsequently at par with Coal India Ltd pay scale w.e.f. 1-10-86. According to him the terms and conditions of the option form of Gazetted and non-Gazetted employees were the same. At one place he has also said that pay scale of Gazetted employees was fixed at par with coal cadre w.e.f. 1-1-87 as revised. But later the Gazetted employees represented before the Government and their pay scale was fixed with Coal Cadre w.e.f. 1-10-86 (wrongly mentioned as 1-1-87 in the deposition sheet). Lastly he seems to have denied that the management victimised and discriminated the concerned workmen by not allowing them pay scale of NCWA III w.e.f. 1-10-86.

6 One Rajendra Prasad is the witness examined on behalf of the union as WW-1. According to him he was working as Junior Clerk-cum-Typist in CMLWO which merged with M/s BCCL w.e.f. 1-10-86. After merger according to him he and others exercised option for absorption in the service of M/s BCCL and accepting the terms and conditions of service of M/s BCCL. According to him NCWA-III came into force w.e.f. 1-1-86 and their claim was for fixation of their wages as per NCWA III w.e.f. 1-10-86. But the management did not accede to that. He also said that CMLWO had other establishments outside Dhanbad and those establishments have merged with other subsidiaries of Coal India Ltd RCM S (sponsoring union) according to him was operating among the ex-employees of CMLWO, Dhanbad and the unit of this union had got no connection with other establishment of CMLWO. During cross-examination he has admitted that it was stipulated by the management in their option form that their pay would be fixed as per NCWA IV w.e.f. 1-1-87. He has also said that since there was no alternative left open to him otherwise than to accept the pay scale and service of M/s BCCI he exercised the option therefor. He has denied that since the pay scale and service condition of M/s BCCI were more beneficial to him he exercised his option in that regard as per the offer given by the management.

7 As it is evident CMLWO got abolished w.e.f. 1-10-86 pursuant to which different units of said Organisation merged with subsidiary companies of Coal India Ltd and M/s Sponsoring Collieries and they were accordingly absorbed in different units. Now the claim of the erstwhile workman of CMLWO who were absorbed by M/s BCCI and who are being represented by the sponsoring union herein is that they are entitled to fix their benefit under NCWA III from 1-10-86 the date on which they were absorbed in M/s BCCI similarly as it was done in case of executives.

Admittedly, prior to their absorption the employees of CMLWO were getting pay scale as per Fourth Pay Commission Recommendations and further admittedly at the time of absorption the employees of CMLWO were given three options and were asked to exercise any one of those options. The first was to continue as Government servant, the second was to be completely absorbed in the Coal Company's pay scale and terms and conditions and the third was to be absorbed in the coal company with retention of Government pay scale and service conditions including pensionary benefit. As required the employees thereafter submitted their options. Majority of them including the members of the sponsoring union exercised the Option No. 2 presumably considering the same as favourable to them.

Significantly, in the letter dated 30-11-86 (Ext M-3) issued to all the employees the details of conditions of three alternative options were mentioned. For Option No. 2 one of the conditions was as hereunder:

'Such employees who opt for company's pay scale, terms and conditions etc will continue to draw the same pay and allowances as it was admissible to them under the Fourth Central Pay Commission prior to the date of abolition of CMLWO i.e. from 1-10-1986 to 31-12-1986 or subsequent date. However, their pay will be refixed in the revised scale of pay from 1-1-87 or from subsequent date from which general revision takes place for the Coal Mining workers.'

Quite obviously, by exercising the aforesaid option the erstwhile employees accepted the said conditions also. In this regard not only the witness examined on behalf of the management, rather the only witness examined on behalf of the union also has clearly stated in his evidence as seen above that it was stipulated by the management in their option form that their pay would be fixed as per NCWA IV w.e.f. 1-1-87. He further goes to say that nevertheless they submitted representation to the management that the pay be fixed from the date when their services were absorbed in M/s BCCI. At one place in his evidence he appears to have further said that on account of the aforesaid reason they have sustained loss and hardship though he nowhere mentioned as to why and in what way they sustained loss and hardship. In short as it is apparent those workmen exercised their option in the manner as aforesaid and were not backed out from the same by raising grievance which has now been culminated into the present reference.

Therefore in view of above the most question to be answered is as to how far those employees are justified in raising the dispute pursuant to exercising option.

The concerned employees were getting pay scale of the basis of Fourth Central Pay Commission w.e.f. 1-1-86 prior to their absorption in M/s BCCL. The employees of M/s BCCI who were already working there from before were placed under NCWA III and their next revision of pay was going to be made w.e.f. 1-1-87. There is substance in this submission put forward on behalf of the management that if the employees of CMLWO who were also getting the scale of pay as per Fourth Central Pay Commission would have been granted pay scale under NCWA-III w.e.f. 1-10-86 and their pay scale would have been again revised w.e.f. 1-1-87 just three months after than on account of that reason it could have been well expected that there would have been disparity in the pay scale between the employees of M/s BCCL and the employees of CMLWO specially keeping in view this aspect in mind it seems that while exercising Option No. 2 it was made clear by putting down the terms and conditions which were accepted by those employees also that so long the pay scale is not re-fixed in terms of NCWA IV w.e.f. 1-1-87 those employees would go on getting their old pay scale as per Fourth Central Pay Commission. There does not seem to be any reason as to why despite having accepted the option along with its terms and conditions those employees raised the dispute specially when even during the pendency of this reference they failed to substantiate as to what prejudice has been caused to them and in what way they had suffered due to the aforesaid act on the part of the management. When they were absorbed in M/s BCCI they could have expected to get not more than that which the employees of M/s BCCI were getting from before and that is why their pay scales together were revised w.e.f. 1-1-87. Though it was submitted on behalf of the management that prior

to revision of their pay in terms of NCWA IV the erstwhile employees of CMIWO were drawing the pay a little more than what was being drawn by the employees of M/s. as the CMIWO employees were getting the pay in terms of Fourth Central Pay Commission, but nothing has been placed in course of the proceeding to substantiate the fact. Even then as it has not been shown from the side of the workmen or the union as to how they suffered due to non-fixation of pay w.e.f. 1-10-86 at least it can be taken that these employees are getting almost the same then counterpart in M/s. BCCI, after their absorption in M/s. BCCI. It is clear that the erstwhile employees of CMIWO availed two pay revision one w.e.f. 1-1-86 and another w.e.f. 1-1-87. Despite having availed two jumps in one year now they claim further revision w.e.f. 1-10-86 as well which on the face of it appears to be somewhat unreasonable and unjustified. It is not the case of the sponsoring union that the employees were forced to exercise option against their will or they were made to accept something contrary to law WW-1. Rajendra Prasad in this context in his cross-examination has said only this much that since there was no alternative left open to him other wise than to accept the pay scale and service of M/s. BCCI he exercised his option therefore. There does not seem to be much substance in this statement as the employees were not given only one option, rather three options were given to them with terms and conditions to be exercised voluntarily and willingly. From the form of option also which is part of Ext. M-3 it is evident that while exercising option undertaking was given by each of the employees that they were exercising the option with their own consent and free will and without any outside influence and after understanding the implications thereof. Further it is mentioned therein that option is final irrevocable and finally binding on them.

8. Now in the aforesaid regard mainly the contention on behalf of the workmen is that the discrimination has been made in the fixation of wages. According to the submission, same form of option was issued to both executive and non-executives and after fixation of pay scale from 1-1-87 subsequently it was revised on the basis of representation of executives and was re-fixed w.e.f. 1-10-86. Further the contention is that the management has no right to discriminate the non executives.

9. On the other hand upon the aforesaid aspect it has been contended on behalf of the management that there is no question of any discrimination etc. as the officers who opted and were fully absorbed in M/s. BCCL were absorbed w.e.f. 1-10-86 on the executive cadre which was not revised w.e.f. 1-1-87 and the old scale continued even in the year 1987. The second submission in this regard is that in the Coal Industry NCWAs are applicable to the workmen and supervisory staff of lower cadre and it is not covered for the officers belonging to the executive cadres. The officers belonging to the executive cadres were considered and treated as per their own merit and qualification in various branches.

It is true that the witness examined on behalf of the management has said that the executives were given option in the same way as it was given to the non-executives and that initially the pay scale of the officers also was fixed w.e.f. 1-1-87 but later upon representation their pay scales were re-fixed w.e.f. 1-10-86. But nothing has been elicited from him in course of his cross-examination to show that NCWAs were applicable to the executives also and their services were also put at par with non-executives and were not given separate treatment considering their qualification experience etc. As far as the sponsoring union's own witness is concerned he has not said anything at all about the

aforesaid aspect as regards discrimination etc. No document has been filed on behalf of any of the side to show that initially the pay scale of the executives was also fixed w.e.f. 1-1-87 and it was re-fixed w.e.f. 1-10-86 only upon representation being filed, but even if the aforesaid statement of the witness of the management is considered to be true then there does not seem to be any infirmity or illegality if the management rectified its mistake by re-fixing their pay scale w.e.f. 1-10-86 instead of 1-1-87. It therefore becomes clear that so far executives are concerned they were absorbed in M/s. BCCL w.e.f. 1-10-86 on the executive cadre which was not revised from 1-1-87 and the old scale continued even in the year 1987. Further it becomes clear that as each executive was offered different executive cadre w.e.f. 1-10-86 on the basis of qualification, knowledge, experience etc., therefore there is no question of discrimination as officers and workmen stand on two different footings and under two different system of pay scale. Nothing has been brought before me on behalf of the workmen to hold otherwise or to observe that the action of the management was exploitative or in contravention of settled legal principles and norms.

9. As far as the question of maintainability of the present reference raised on behalf of the management is concerned, at the very outset I may observe that I don't find much substance in that. It is true that different units of CMIWO merged with different subsidiaries of Coal India Ltd. But here from the contents the reference made under Sec. 10 of the Act itself it becomes clear that M/s. BCCL has been shown together with M/s. Coal India Ltd. which further goes to show that the present dispute was raised in respect of those employees who were being absorbed in M/s. BCCL, being a subsidiary of M/s. Coal India Ltd. and those employees are being sponsored by the sponsoring union, namely, Rashtriva Colliery Mazdoor Sanoh. Though it has been contended on behalf of the management that any outcome of the present reference may have consequence or effect upon the employees other subsidiary units of M/s. Coal India Ltd. also where other ex-employees of CMIWO were absorbed but neither it has been specified nor it has been substantiated as to how and in what way the other employees of the other units are going

to be affected. Moreover, as it has been placed before me no any such objection was ever raised by the management during the conciliation proceeding or at any time before the reference of the present dispute in this Tribunal for final adjudication. True it is that the names of the workmen have not been furnished in the instant reference by the union, but at the same time it is also true, as it has not been denied, that at the time of merger of ex-staff of CMLWO a complete list was submitted to M/s. BCCL for the purpose of their absorption in M/s. BCCL. Therefore, as the management is in possession of the said list it cannot reasonably come out with the plea that the reference is vague as the particulars of the workmen are not given. This apart during the present proceeding documents have been filed giving a detailed list of those workmen whose fixation of pay have been made in NCWA-IV. Besides this, wage-sheets of workmen have also been filed on behalf of the management. So far the present reference is concerned it confines to the dispute raised by all those workmen who were being absorbed in M/s. BCCL pursuant to the merger of CMLWO in M/s. Coal India Ltd. and its subsidiaries and all those employees in the instant reference are being represented by the sponsoring union. In short, there is no ambiguity, infirmity or illegality in regard to the maintainability of the present reference.

10. In view of the above observations and findings I come to the conclusion that the claim of the sponsoring union as regards the grant of pay scale to the workmen of ex-CMLWO absorbed in M/s. BCCL w.e.f. 1-10-86 is not just, reasonable and justified and accordingly they are not entitled for the relief as prayed.

11. In the result, I render :

AWARD

That the demand of the Union that the Ex-employee of Ex-Coal Mines Labour Welfare Organisation, who have been absorbed by M/s. Coal India Limited/Bharat Coking Coal Ltd. w.e.f. 1-10-86 should be given fitment benefits of N.C.W.A.-III is not justified.

In the circumstances of the case there would be however no order as to costs.

S. H. KAZMI, Presiding Officer
3326 GI/2001—22.

नई दिल्ली, 9 अक्टूबर, 2001

का.अ. 2998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फ़ेडरल बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्रम न्यायालय, इरनाकुलम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2001 को प्राप्त हुआ था।

[सं. एल-12012/263/95-आई आर (बी-1)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th October, 2001

S.O. 2998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Federal Bank Limited and their workmen, which was received by the Central Government on 8-10-2001.

[No. L-12012/263/95-IR(B-I)]
AJAY KUMAR, Desk Officer
ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR
COURT, ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Monday, the 27th day of August, 2001)

PRESENT :

Smt. N. Thulasi Bai, B.A., LL.B., Presiding
Officer.

Industrial Dispute No. 8/97 (Central)

BETWEEN

The Chairman, Federal Bank Limited, Alwaye.

AND

The workman of the above concern represented
the Secretary, Federal Bank Staff Union,
Alwaye.

REPRESENTATIONS :

Sri B. S. Krishnan Associates,
Warriam Road,
Cochin-16.

... For Management.

Sri Ashok B. Shenoy,
Advocate,
Krishna Swamy Road,
Ernakulam.

... For Union.

AWARD

This is an industrial dispute referred by the Government to this court as per order No. L-12012/263/95-IR(B-I) of the Government of India, Ministry of Labour dated 4-3-1997. The dispute is between the management of the Federal Bank Limited, Aluva and their workman Sri Jayakrishnan. The issue referred

was "Whether the action of the management of Federal Bank Ltd., is justified proper and legal ?"

(1) In dispensing the services of Shri Jayakrishnan w.e.f. 8-2-1994.

(2) In engaging the temporary workmen in various spells. If not, to what relief the concerned workman is entitled to ?"

2. The workman is represented by the General Secretary of Federal Bank Staff Union, Aluva and on receipt of notices issued from this court both the management and the union appeared through their respective counsel. Both sides filed their respective pleadings raising their claims and counter claims and the case was pending for evidence by the union. While so the workman gave a letter to the management stating that he does not intend to continue the case since he is engaged in some small scale business at Palakkad and so he agrees to withdraw the case and requested the management to take necessary steps for the disposal of the case. Copy of the above letter was given to the union also. Accordingly the management filed a memo along with the above letter dated 18-7-2000 surrendered by the workman requesting this court to pass award finding that there exists no industrial dispute to be adjudicated by this court. Copy of the memo was served to the counsel appearing for the union. Union has no objection in passing an award as prayed by the management. Considering the letter given by the workman and the memo filed by the management, in view of absence of objection from the side of union, I am satisfied that there exists no industrial dispute to be adjudicated by this court.

In the result, an award is passed holding that there is no subsisting industrial dispute between the parties to this proceedings.

Ernakulam,

27-8-2001

N. THULASI BAI, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2001

का.आ. 2999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मम्बई नं.-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2001 को प्राप्त हुआ था।

[सं. एल-12012/196/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th October, 2001

S.O. 2999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal No II, Mumbai as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 8-10-2001

[No. I-12012/196/98-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-232 of 1999

Employers in relation to the management of State Bank of India.

Zonal Manager,
State Bank of India,
Zonal Office, Region I
Panaji, Goa-403 001

AND

Their Workmen

Shri Sandeep K. Naik
Varkhade, H. No. 66,
Ponda, Goa-403 401.

APPEARANCES :

For the Employer : Mr. Alok Das Representative.

For the Workmen : Mr. P. Gaonkar Representative.

Mumbai, the 29th August, 2001

AWARD

The Government of India, Ministry of Labour by its Order No L-12012/196/98-IR, (B.I), dtd. 29-1-1999, have referred the following dispute for a adjudication to this Tribunal in exercise of powers conferred on it by Clause (d) of Sub-section (1) and sub-section (2A) of Section 10, of the Industrial Disputes Act, 1947.

"Whether the action of the management of State Bank of India Panaji, Goa, in terminating the services of Shri Sandeep K. Naik, w.e.f. 6-4-97 is legal and justified ? If not, to what relief the said workman is entitled?"

2. Shri Sandeep K. Naik, pleaded that he worked as 'messenger' since September 1991, till 5-4-1997 in the State Bank of India, Ponda Branch and that from 6-4-1997 i.e. on Sunday he was, asked by the Chief Manager, Ponda Branch not to attend the duty. He contended that, he worked in the bank continuously and that without giving him notice and the compensation his services were terminated, and therefore his termination is illegal and unjustified, which he assailed before the higher authorities of the bank by representation dtd. 29-4-97, but in vain. He made representation also to the Assistant Labour Commissioner(C),

who in turn, held discussions, however, Conciliation failed. It is contended that there are several vacancies in Honda Branch there are permanent position of messengers in the bank and when the requested for confirmation his services were terminated, without any inquiry. It is contended that keeping him on temporary basis for years together, the bank management committed unfair labour practice. He is without employment and starving. After his termination, new recruitment was made. Consequently he prayed to reinstate him in service with full back wages by regularising his service.

3. The management, State Bank of India, Ponda Branch, resisted the claim of Shri Sandeep K. Naik, by filing Written Statement (Exhibit-8) contending that reference made under the guise of reinstatement is not maintainable Naik being a temporary employee. It is contended Naik was engaged as a messenger on daily wages, on casual basis and sometime against leave vacancies of messengers. By way of amendment (Exhibit-11), it is contended, he was engaged as a temporary messenger for 129 days in the year 1989. As per settlement of the year 1987 in response to the advertisement, in order to absorb the daily wagers on permanent basis in the regular employment of bank, a panel was prepared wherein Mr. Naik being a temporary sweeper was empanelled in the year 1991. However, though he was empanelled in 1991 he worked as a temporary sweeper in 1992 in all for 299 days and in 1993 he worked for 233 days as a temporary coolie, and that between February and April '94 he was engaged as a sweeper against leave vacancy and that in 1995 he worked as temporary coolie for 205 days on adhoc basis. It is contended the panel in which Naik was listed, lapsed under the settlement w.e.f. 31-3-97. Therefore he has been discontinued as a coolie from 6-4-97. It is contended, Naik was never in continuous employment of the bank therefore his discontinued under clause 2(oo)(bb) of the Act which does not amount to retrenchment. It is contended Naik had passed 7th standard and that the messenger requires the qualification 8th standard pass, therefore question of his appointment as messenger does not arise. It is contended Naik who was empanelled as a sweeper though completed 240 days, as the panel list lapsed he could not be absorbed, therefore his claim is unsustainable and he is not entitled to any relief. By the Rejoinder (Exhibit-9), Mr. Naik reiterated the recitals in the Statement of Claim denying the contentions in the Written Statement.

4. On perusing the rival pleadings of the parties, My Learned Predecessor framed issues at Exhibit-14. Sandeep Naik filed affidavit (Exhibit-20) and closed evidence vide purshis (Exhibit-27). On behalf of the management Mr. Anil G. Gaonkar Assistant General Manager, filed affidavit (Exhibit-26) and the affidavit of Mr. Rajji N. P. Sardesai, Chief Manager then working in Ponda Branch at (Exhibit-29) and closed evidence vide purshis (Exhibit-32).

5. Heard Learned Representative Mr. Alok Das for the Management and Mr. P. Gaonker, Representative for Mr. Naik. I have gone through the Written submissions of Mr. Naik filed at Exhibit-34 and 37 alongwith the list of rulings and the written submissions of the management (Exhibit-33, 35, 38) with list of rulings.

6. On hearing the representatives of both sides and going through the written submissions, and the record as whole, my findings on the issues for the reasons, are given below :

Issues	Findings
1. Whether the workman is in continuous employment of the bank ?	No.
2. Whether the termination of Sandeep Naik the workman amounts to retrenchment ?	No.
3. If yes, whether there is a compliance of the provisions of the retrenchment under the Industrial Disputes Act, 1947?	Does not survive.
4. Whether the reference is not maintainable in view of the agreed settlement ?	Naik was discontinued as per Settlement
5. Whether the action of the management in terminating Sandeep Naik w.e.f. 6-4-97 is legal and justified ?	Yes
6. If not, to what relief the workman is entitled to ?	As per order, below

REASONS

7. According to Sandeep Naik he worked as a messenger in the bank since 1991 till the date of his termination i.e. 6-4-1997, and further stated that in 1991 he worked 163 days, 271 days in 1992, 280 days in 1993, 321 days in 1994, 303 days in 1995, in 1996 303 days and 81 days upto 5th April 1997. and disclosed that inspite of this he was discontinued without inquiry, notice and compensation, which is in contravention to the provisions of retrenchment under the Industrial Disputes Act. Management by way of Written Statement contended that Naik never worked as messenger continuously. So, far the work of messenger in the bank is concerned, Naik admits in cross-examination, para-25 that minimum qualification for getting the post of messenger in the bank is 8th standard pass. However, he has not passed 8th standard, therefore to consider him for the post of messenger is out of question.

8. So far work as a coolie sweeper is concerned, he deposed that he never worked in that position. Chief Manager Mr. Rajji N. P. Sardesai (MW-2) stated that he had engaged Mr. Naik during the period 1994-97 purely on temporary basis on daily wages for cleaning/sweeping and for sundry work, i.e. to say he was engaged as a sweeper/coolie. Mr. Anil G. Gaonkar, Assistant General Manager, (MW-1) disclosed that Naik empanelled as sweeper in the year 1991. However, he was not engaged during that year and that during 1992 he worked for 299 days on daily wages basis 238 days in 1993 as a temporary coolie on adhoc basis and in 1994 for 154 days he worked temporary and added that in the year 1995

he was engaged as temporary coolie for 295 days on adhoc basis and that in January, 1996 to September 1996 he was employed as a temporary sweeper against leave vacancy and thereafter from October '96 till the date of his discontinuance, he was intermittently engaged as coolie, thereby he had not worked for 240 days in the same capacity in the preceeding 12 calendar months from the date of his discontinuance and therefore he being not in continuous employment of the bank, his discontinuance cannot be treated as retrenchment and that provisions of retrenchment under the I.D. Act are not applicable to him.

9. Under the relevant provisions of the Industrial Disputes Act, if a workman who worked for 240 days in 12 calendar months in the same capacity, is to be treated in continuous service. In the case in hand, Naik admits in cross-examination para, 25, that he worked in the bank as a temporary employee, with break in service. According to him, he worked only as a messenger. Letter of the bank dtd. 13-4-99, pg. 33 (Exhibit-12) shows some days he worked as a messenger and other days as a coolie, during the year 1992, 1993 and 1995. Pay sheet is filed on record also indicate to that effect. This goes to show that Naik did not work in one and the same position, with the bank and that sometimes he worked in leave vacancy/adhoc basis/daily wages which indicates that he was not in continuous service.

10. It is in the evidence of the bank Manager that Naik worked for more than 240 days in the year 1992 and 1995. He was discontinued on 6-4-97. As per Section 25-B, the workman should have completed 240 days within a block of 12 calendar months commencing backward from the date of alleged termination. Record shows that he had not worked 240 days in the same capacity in the preceeding 12 calendar months from the date of his discontinuance. Their Lordships of the Supreme Court in Himanshu Kumar Vidyarthi Vs. State of Bihar AIR 1997 SC 3657 ruled "the daily wage employee whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment."

11. Mr. Gaonkar, Representative of Mr. Naik inviting attention of this tribunal to the Written Submissions (Ex-34) submitted that Naik worked more than 240 days and therefore he can be treated in continuous service attracting the provisions of Section 25F of the Industrial Disputes Act. However, record shows that, he did not work in the one and the same position for 240 days continuously within a block of twelve calendar months commencing backward from the date of his discontinuance, as observed in the above decision.

12. According to the managements witness Mr. A. G. Gonkar (MW-1) to give chance to those who were engaged as temporary employees/daily wages as per the settlement with the All India State Bank of India Staff Federation in the year 1987—1990, temporary employees satisfying the eligibility criteria as provided under the settlement, on giving advertisement and holding interview, panel list of sweepers was prepared and that in 1991 Naik was empanelled in the cadre of sweeper and that as per modification in the settlement in the year 1991 it was extended up to 1996 and later on that list was kept alive up to 31-3-97. In terms of settlement the list in which the

name of Naik was listed, lapsed w.e.f. 31-3-97, therefore, question of termination of his service does not arise and that his discontinuance in terms of the settlement, falls under Section 2(oo) (bb) of the Industrial Disputes Act, which does not amount to retrenchment as defined under the Act. Consequently compliance of Section 25F and 25FFF by the management before discontinuance, does not arise. Issue Nos. 1 & 2 therefore answered in the negative and issue No. 3 consequently does not survive.

13. "Retrenchment" under section 2(oo) means "termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

(a)

(b)

Sub-Clause (bb) states termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

14. The Learned Representative for the management at this juncture submits that Naik was empanelled as a sweeper in the year 1991 as per the settlement, which list was time to time extended till 1996 and hereafter it was kept alive till 31-3-97. Naik admits in his cross examination para-25 that, his name was empanelled for absorption. The panel list in which name of Naik was listed, lapsed on 31-3-97. Therefore he does not get right of absorption. He has relied on "Syndicate Bank and Ors. Vs. Shankar Paul and Ors. (1997) 6 SCC pg. 584. Their Lordships observed "panel prepared by bank for absorption of temporary Attenders on permanent basis in view of revised policy to appoint only empanelled candidates-Empanelled candidates informed that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to appointment after expiry of the period of one year, held, empanelled candidates had no right to absorption." In the case in hand, list in which Naik's name was admittedly listed which he was aware lapsed on 31-3-97, therefore, he does not get right of absorption, in view of the decision referred supra.

15. The Learned Representative for Naik Shri Gaonkar urged with force inviting attention of this tribunal to the written submissions and the rulings filed therewith that bank witness Mr. Sardesai clearly admitted in para-7 that Naik cannot become a member of any union, and that question of giving authority to deduct his subscription for the union membership does not arise. Bank's witness Mr. Gaonkar is not aware on Naik's authorisation to deduct the union membership charges. Naik clearly pointed out in his evidence that he was never a member of the union. On this back-ground Mr. Gaonkar submits, settlements in between employees federation and bank management has no relevance and not binding on him, therefore the said rule ruling is no avail for the management. It is to be noted that, Naik though speaks that he was not a member of the union he had to admit that his name was empanelled for absorption. That means, as per the policy of the bank to give chance to the daily wages to regularise his

services, which he was aware his name was empanelled. If that is so, he cannot now say that, he was not member of the union and therefore settlement is not binding on him. In view of the position, it is clear that Naik was discontinued as per the settlement. Consequently issue No. 4 is answered to that effect.

16. In view of the above discussion it is clear that Naik was not in continuous service and that he was discontinued from the service as per the settlement which falls within the definition of Section 2(oo)(bb) of the Industrial Disputes Act. Consequently his discontinuance does not amount to retrenchment. At the cost of repetition it may be noted that, before the workman can be considered to have completed one year of continuous service in an industry within section 25B of the Industrial Disputes Act, it must be shown first that he was employed for a period not less than 12 calendar months and next that during this 12 calendar months he had worked for not less than 240 days. Whether the worker was employed only for 11 months the fact that during such period of 11 months, he had worked for more than 240 days, would not entitle him to get the benefit of section 25F of the Industrial Disputes Act for which reliance can be placed on Sur Enamel & Stamping Works Vs. Their workmen SCC 2 LLJ 367. On this back-ground Naik's discontinuance cannot be said to be improper, illegal and unjustified. Therefore Issue No. 5 is answered in the affirmative, of which cumulative effect is that Naik is not entitled to any relief. Therefore the following order is passed :

ORDER

The action of the management of State Bank of India, Panaji, Goa in discontinuing (terminating) the services of Shri Sandeep K. Naik, w.e.f. 6-4-97 is legal, proper and justified. Consequently he is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2001

का.प्र. 3000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड ग्रिन्डलेज बैंक लि. के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2001 को प्राप्त हुआ था।

[सं. एल-12012/119/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th October, 2001

S.O. 3000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the manage-

ment of Standard Chartered Grindlays Banks Ltd. and their workman, which was received by the Central Government on 8-10-2001.

[No. L-12012/119/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 19 of 2001

PARTIES :

Employers in relation to the management of Standard Chartered Grindlays Bank Ltd., Kolkata

AND

Their Workman,

PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management : Mrs. Sutapa Dutta, Advocate.

On behalf of Workman : None.

STATE : West Bengal. INDUSTRY : Banking.

AWARD

By Order No. L-12012/119/2001-IR(B.I) dated 11-6-2001 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Standard Chartered Grindlays Bank (the then ANZ Grindlays Bank) interminating Sri Samiran Das from the service of the Bank w.e.f. 1-6-2000 is justified ? If not, what relief is Sri Das entitled to ?"

2. It appears from record that workman never appeared before the Tribunal, nor any step was taken on his behalf to proceed with the case, even though notice was duly served to him. It is accordingly clear that the workman is no more interested to proceed with the case.

3. In the circumstances, in the absence of any material for any decision in respect of the schedule under reference, this Tribunal has no other alternative but to treat it as a case of no dispute and to dispose of the matter by passing a "No Dispute" Award.

4 A "No Dispute" Award is accordingly passed and the reference is disposed of.

Dated, Kolkata,

The 26th September, 2001.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2001

Sunita Devi, Safai Karamchari w.e.f. 8-10-98 is justified ? If not, what relief the workman is entitled to ?

का.अ. 3001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लिमिटेड के प्रबंधक के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अवरुद्ध/श्रम न्यायालय जयपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2001 को प्राप्त हुआ था।

[स. एल-12012/56/2000-आई आर (बी. I)]

अजय कुमार, डस्क अधिकारी

New Delhi, the 9th October, 2001

S.O. 3001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workman, which was received by the Central Government on 8-10-2001.

[No. L-12012/56/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर प्रकरण संख्या सी.जी.आई. टी. 34/2000

आदेश संख्या एल 12012/56/2000 आई आर (बी- I 27/6/2000

अध्यक्ष, ऑल बैंक सफाई कर्मचारी संघ राजस्थान।

—प्राथिया संघ

बनाम

शाखा प्रबंधक, दी बैंक ऑफ राजस्थान लिमिटेड, शाखा मदरामपुरा, जयपुर।

—अप्रार्थी

उपस्थित :

प्राथिया संघ की ओर से	श्री ए.एन. गुप्ता।
अप्रार्थी की ओर से	श्री अ.लोक फतेहपुरिया।
पंचाट दिनांक	3-9-2001

पचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947^{*} कहा गया है।) की धारा 10 की उपधारा (I) के खंड घ के प्रावधानों के अन्तर्गत उक्त आदेश के जगि, न्यायनिर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the management of the Bank of Rajasthan, Jaipur in terminating the services of Smt.

ऑल बैंक सफाई कर्मचारी संघ (जिसे बाद में संघ कहा गया है।) की ओर से श्रमिका श्री सती सुनीता देवी (जिसे बाद में श्रमिका कहा गया है।) ने अपने हस्तक्षर्यवत क्लेम संघ के अध्यक्ष की अनुपस्थिति में पेश किया, जिसमें उल्लेख किया गया कि श्रमिका की नियुक्ति प्रणालीन सफाई कर्मचारी के रिक्त पद पर दिनांक 1-2-97 को बैंक ऑफ राजस्थान (जिसे बाद में बैंक कहा गया है।) की शाखा मदरामपुरा में अप्रार्थी प्रबंधक के मौखिक आदेश में की गई। श्रमिका ने दिनांक 8-10-98 तक लगातार कार्य किया, परन्तु दिनांक 8-10-98 को मौखिक आदेश के द्वारा श्रमिका को विपक्षी के द्वारा कार्य पर नहीं लिया गया व उसकी सेवाएं समाप्त कर दी गई। सेवा पृथक् करने में पूर्व श्रमिका को न तो नोटिस दिया गया व न नोटिस वेतन एवं न छटनी का मुआवजा व उस प्रकार अधिनियम, 1947 की धारा 25-एफ का उल्लंघन किया गया। श्रमिका ने अवैध सेवा समाप्ति के बावजूद बैंक के बरिष्ठ प्रबंधक को पत्र दिनांक 15-10-98 दिया जिस पर कोई कार्यवाही नहीं की गई। श्रमिका की सेवा समाप्ति में पूर्व कोई बरिष्ठता सूची का प्रकाशन नहीं किया गया। श्रमिका की सेवा समाप्ति के पश्चात् रविकुमार को दिनांक 8-10-98 को सेवा में रख लिया। इस प्रकार विपक्षी के द्वारा अधिनियम, 1947 की धारा 25-एच एवं औद्योगिक विवाद (केन्द्रीय) नियम, 1957 (जिसे बाद में नियम, 1957 कहा गया है।) के नियम 77, 78 का उल्लंघन किया गया। प्रार्थना की गई कि श्रमिका की सेवा पृथक्करण का आदेश अवैध व अनुचित घोषित किया जाए व श्रमिका को सेवा में निरन्तर मानने हुए पिछला वेतन दिलाया जाए।

विपक्षी की ओर से जवाब प्रस्तुत किया गया, जिसमें प्रारम्भिक आपत्ति की गई कि क्लेम यूनिशन की ओर से पेश नहीं किया गया जिस कारण निरस्त किए जाने योग्य है। मद्य मान्यता प्राप्त यूनिशन नहीं है। ऐसी स्थिति में विवाद उठाने के लिए अधिकृत नहीं है। इसके अतिरिक्त जवाब के खण्डानुसार उल्लेख किया गया कि श्रमिका को अप्रैल, 97 में बैंक की मदरामपुरा शाखा में प्रणालीन सफाई कर्मचारी के रूप में कार्य पर रखा गया था श्रमिका का कार्य प्रति सप्ताह 6 घंटे से कम अर्थात् एक घंटे से भी कम था। श्रमिका नियमित रूप से बैंक में सफाई कार्य करने हेतु नहीं आती थी जबकि उसकी ओर से दूसरी महिला अथवा कोई पुरुष रिश्तेदार सफाई कर जाता था। श्रमिका की सेवामुक्त नहीं किया गया बल्कि दिनांक 9-10-98 को वह स्वयं अपनी इच्छा में चुकती हिसाब प्राप्त करके चली गई। उसने स्वयं न विपक्षी को कहा कि वह बैंक में सफाई का कार्य नहीं करना चाहती क्योंकि उसके पास अन्यत्र कार्य उपलब्ध है। श्रमिका के मामले में अधिनियम, 1947 की धारा 25-एफ, एच व नियम, 1957 के नियम, 77 के प्रावधान लागू नहीं होते। सब का ओर से जवाब-उल-जवाब

प्रस्तुत किया गया जिसमें उल्लेख किया गया कि सघ एक पजीकृत सघ है। वैसे भी विवाद श्रमिका की सेवामयित में सम्बन्धित है। यह भी उल्लेख किया गया कि श्रमिका प्रतिदिन 8 घण्टे व उसमें अधिक बैंक की शाखा में कार्य करती रही है। विपक्षी के इस कथन को अस्वीकार किया गया कि श्रमिका स्वतः नौकरी छोड़कर चली गई।

पक्षकारों के अधिकृतों के आचार पर निम्नांकित विवाद बिन्दु बनाए गए —

- (1) आया प्रार्थी ने विपक्षी मस्थान में दिनांक 1/2/97 से 8/10/98 तक अणकालीन सफाई कर्मचारी के पद पर लगातार कार्य किया ?
- (2) आया प्रार्थी द्वारा प्रस्तुत क्लेम, जवाब में ली गई प्रारम्भिक आपत्ति सख्या 1 व 2 के आधार पर निरस्त किए जाने योग्य है ?
- (3) आया प्रार्थी ने स्वयं कार्य पर आना बन्द कर दिया व उसे विपक्षी द्वारा सेवामयित नहीं किया गया ?
- (4) आया प्रार्थी की सेवा समाप्ति अप्रार्थी के द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ एवं औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के नियम, 77 का उल्लंघन कर की गई ?
- (5) प्रार्थी किस पत्रावली को प्राप्त करने का अधिकारी है ?

श्रमिका की ओर से दीनदयाल व श्रमिका के शपथ-पत्र प्रस्तुत किए गए, जिस पर अप्रार्थी के अधिकृतों को प्रतिपरीक्षा करने का अवसर दिया गया। प्रलेखीय माध्यम से श्रमिका की ओर से प्रतिनिधि जवाब विपक्षी मांगझौता अधिकारी प्रदर्श डब्ल्यू-1, प्रतिलिपि पत्र प्रदर्श डब्ल्यू-2 प्रस्तुत किए गए। विपक्षी की ओर से श्री नरेन्द्र गट्टानी, वरिष्ठ प्रबन्धक बैंक का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर श्रमिका के प्रतिनिधि को दिया गया। प्रलेखीय माध्यम से प्रतिलिपि जवाब समक्ष समझौता अधिकारी श्रमिका प्रदर्श एम-1 व प्रतिलिपि प्रार्थना पत्र प्रदर्श एम-2, एम-4, एम-6, एम-8, एम-10, एम-12 व प्रतिलिपि बैंक प्रदर्श एम-3, एम-5, एम-7, एम-9, एम-11 एवं एम-13 प्रस्तुत किए।

वहम सुनी गई एवं पत्रावली का अवलोकन किया गया। बनाए गए विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है —

बिन्दु संख्या 1 — दीनदयाल का कथन है कि श्रमिका ने दिनांक 1/2/97 से 8/10/98 तक निरन्तर कार्य किया। ऐसा ही कथन श्रमिका का है। दूसरी ओर नरेन्द्र गट्टानी नत्कालीन शाखा प्रबन्धक मदरगपुर का कथन है कि श्रमिका ने अप्रैल, 97 से 8/10/98 तक बैंक की उक्त शाखा में कार्य किया। ऐसा कोई मुजान प्रतिपरीक्षा में उक्त साक्षी को

नहीं दिया कि श्रमिका ने अप्रैल, 97 से 8/10/98 तक कार्य किया। 97 से बैंक की उक्त शाखा में कार्य किया। अतः उक्त साक्षी के इस कथन पर अविश्वास किया जाने चाहिए। नतीजा यह कि श्रमिका ने अप्रैल, 97 से दिनांक 8/10/98 तक कार्य किया। यह भी विवादित ही है कि श्रमिका ने अणकालीन सफाई कर्मचारी के पद पर कार्य किया। श्रमिका की ओर से ऐसी माध्यम प्रस्तुत की गई है कि श्रमिका ने प्रतिदिन 8 घण्टे कार्य किया, जैसा कि दीनदयाल व श्रमिका ने अपने शपथपत्रों में उल्लेख किया है जबकि दूसरी ओर नरेन्द्र गट्टानी का कथन है कि श्रमिका, माताह में अधिकतम 6 घण्टे से भी कम प्रतिदिन 1 घण्टे से कम सफाई कार्य करती थी। श्रमिका की ओर से प्रस्तुत की गई माध्यम कि श्रमिका प्रानादन 8 घण्टे कार्य करती थी विश्वास किए जाने योग्य नहीं है। जबकि विपक्षी की ओर से प्रस्तुत जवाब समझौता अधिकारी के समक्ष प्रदर्श एम-1 में उल्लेख किया गया है कि श्रमिका सफाई कार्य 2 से 4 घण्टे कार्य करती थी। इस प्रकार यह तो निश्चित है कि श्रमिका बैंक की उक्त शाखा में 8 घण्टे कार्य नहीं करती थी व वह लगभग 1,2 घण्टे कार्य करती थी।

बिन्दु संख्या — 2 अप्रार्थी के विधान अधिकृत ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या — 3 नरेन्द्र गट्टानी का कथन है कि दिनांक 9/10/98 को श्रमिका स्वतः अपनी इच्छा से अपने चुकती हिसाब कर कार्य छोड़कर चली गई। श्रमिका ने अपने कथन में इस तथ्य में डकार किया है कि उसने धन कहकर बैंक में कार्य करना छोड़ दिया हो कि उसे एक दूसरे स्थान पर ज्यादा पैसे मिलते हैं। श्रमिका की ओर से एक पत्र प्रदर्श डब्ल्यू 2 दिनांक 15/10/98 प्रस्तुत किया गया, जिसमें उसके द्वारा मांग की गई है कि उसे सेवा में बहाल किया जाए व यह भी उल्लेख किया गया है कि मौखिक आदेश दिनांक 8/10/98 के द्वारा उसे सेवामयित किया गया। नरेन्द्र गट्टानी का कथन है कि पत्र प्रदर्श डब्ल्यू-2 के बारे में उस जानकारी नहीं है। उक्त पत्र पर उसके हस्ताक्षर नहीं है। उक्त पत्र के साथ रजिस्ट्री की रसीद भी प्रस्तुत की गई है। विपक्षी के द्वारा समझौता अधिकारी के समक्ष जवाब प्रदर्श डब्ल्यू-1 के खंड संख्या - 6 में उल्लेख किया गया है कि श्रमिका के द्वारा दिया गया पत्र बाद का विचार हे व येन-केन-प्रकारेण बैंक से राजि ऐठने के उद्देश्य से लिखा गया। इसमें यह तो स्पष्ट है कि श्रमिका के द्वारा सेवा समाप्ति के बारे में विपक्षी को पत्र लिखे गए। अप्रार्थी के विधान अधिकृत ने प्रकट किया कि सघ के द्वारा श्रमिका की सेवा समाप्ति के बारे में विवाद दिनांक 19/5/99 में उठाया गया। श्रमिका के द्वारा सेवा समाप्ति के तुरन्त बाद विपक्षी को सेवा समाप्ति के बारे में पत्र लिखा व सेवा में बहाल करने की मांग करना व तत्पश्चात सेवा समाप्ति के बारे में विवाद उठाने से यह निर्विवाद निकलता है कि श्रमिका ने सेवा का स्वयं परित्याग नहीं किया वरन् विपक्षी के द्वारा उसकी सेवा समाप्ति की गई।

विन्दु मधु। —4 श्रमिका के द्वारा अग्रेल, 97 से दिनांक 8/10/98 तक लगातार कार्य बतौर अशकालीन कर्मकार के बैंक की शाखा मदरासपुरा में करना प्रमाणित है। एक अशकालीन कर्मचारी भी अधिनियम, 1947 की धारा 2(ए) के प्रावधानों के अन्तर्गत कर्मकार की परिभाषा में आता है। यह भी विवादित नहीं है कि श्रमिका की सेवा समाप्त करने में पूर्व न तो उसे एक माह का नोटिस दिया गया न नोटिस के बदले में नोटिस वेतन व न छटनी का सुझाव। इस प्रकार विपक्षी के द्वारा अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर श्रमिका की सेवा समाप्त करना प्रमाणित है। श्रमिका के विद्वान प्रतिनिधि ने नियम, 1957 के नियम, 77, 78 का विपक्षी के द्वारा उल्लंघन किए जाने के बारे में जोर नहीं दिया है। अतः उक्त नियम का विपक्षी के द्वारा उल्लंघन किए जाने पर विचार करने की आवश्यकता नहीं है।

विन्दु मधु। —5 विपक्षी के द्वारा श्रमिका की सेवा समाप्त दिनांक 8/10/98 अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर किए जाने के कारण अवैध व अनुचित पाई जाती है, जो निरस्तनीय है। श्रमिका विपक्षी बैंक में पुनः नियोजन में आने की अधिकारिणी होगी। उसकी सेवा विपक्षी बैंक में निरन्तर जारी जाएगी। पिछली मजदूरी के रूप में श्रमिका 50 प्रतिशत मजदूरी जो कि वह सेवा समाप्त के समय प्राप्त कर रही थी, प्राप्त करने की अधिकारिणी होगी। विपक्षी अधिनियम, 1947 की धारा 25-एफ की पालना कर श्रमिका की सेवा समाप्त करने के लिए स्वतंत्र होगा।

पचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह अपठनीय, पीठासीन अधिकारी

नई दिल्ली, 10 अक्टूबर, 2001

का.अ. 3002—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अथवा न्यायालय, बंगलूर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-2001 को प्राप्त हुआ था।

[स. एल-12012/72/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th October, 2001

S.O. 3002—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (Labour Court, Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their

workman, which was received by the Central Government on 9-10-2001.

[No. L-12012/72/98-IR(B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR
COURT, BANGALORE

Dated : 19th September, 2001

PRESENT

Honble Shri V. N. Kulkarni, B.Com., LL.B.,
Presiding Officer, CGIT-Cum-Labour
Court, Bangalore.

C.R. No 92/98

I PARTY

Shri K. Srinivas Murthy,
S/o Late Venkoba Rao,
C/o State Bank Staff Union (K)
St Marks Road,
Bangalore-560001

II PARTY

The Manager,
State Bank of India,
Zonal Office 48,
Church Street,
Bangalore-560001
(Advocate : Smt. Indu R. Raj)

AWARD

1 The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/72/98-IR(B-I) dated 30th October, 1998 for adjudication on the following schedule :

SCHEDULE

“Is the management of State Bank of India is justified in dismissing the services of Sri Srinivasa Murthy, Head Clerk, If so, to what relief Shri Srinivasa Murthy is entitled to?”

2. The first party was working with the second party. He was dismissed from service and therefore the Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. case of the first party in brief is as follows :

5. It is the case of the first party that he joined the services of the Second Party during March, 1974 and he was working diligently. While he was working at Chitradurga, he was placed under suspension during July, 1991 and charge sheet was issued and enquiry was conducted.

6. It is the case of the first party that the enquiry officer conducted the enquiry in the absence of first party and his representative. It is further contented that the enquiry is not correct and full opportunity was not given and charge sheet is vague.

7. It is the further case of the first party that on request enquiry was reopened but the Enquiry Officer has not given any opportunity to defend the first party. There is victimisation and the order of dismissal is not correct. The first party for these reasons has prayed to pass award in his favour.

8. The case of the second party in brief is as follows :

9. Regarding enquiry the contention of the management is that the first party himself remained absent and did not participate in the proceedings and therefore ex parte enquiry was conducted.

10. It is the further case of the management that on the request of the first party enquiry was re-opened and again chance was given to the first party but he did not participate. The management examined witnesses and in the given circumstances enquiry was conducted ex parte and finding was given. The allegations made by the first party in this regard are not correct. Details of all the hearing dates is also stated in the Counter. The charges are proved and the action of the management is correct. The second party for these reasons has prayed to reject the reference.

11. It is seen from the records that the first party remained absent throughout for number of days and has not participated in the proceedings before this Tribunal also.

12. The management examined one witness MWI. MWI has stated that he conducted enquiry and has also given evidence that the first party was absent and he was placed ex parte and the evidence were recorded. He gave report.

13. It is seen from records that this Tribunal on the available evidence has given finding holding that the Domestic Enquiry is fair and proper.

14. The first party did not participate in the proceedings and remained absent.

15. I have heard the arguments of counsel for the second party and I have perused the enquiry proceedings and all other documents relied by the management.

16. There is no reasons to discard the finding given by the Enquiry Officer. Charges are proved. Nothing is rebutted by the first party.

17. Considering all this I am of the opinion that there is no merit in this reference and accordingly I proceed to pass the following order ;

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 19th September 2001)

V. N. KULKARNI, Presiding Officer

3326 GI/2001—23.

नई दिल्ली, 17 अक्टूबर, 2001

का. आ. 3003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2001 को प्राप्त हुआ था।

[म. एल-12012/78/92-आई आर (बी-III) (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th October, 2001

S.O. 3003.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Karnataka Bank Ltd. and their workman, which was received by the Central Government on 16-10-2001.

[No. L-12012/78/92-IR(B-III)|(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, BANGALORE

Dated : 10th October, 2001

PRESENT :

HON'BLE SHRI V. N. KULKARNI, B. COM.
LLB, PRESIDING OFFICER
CGIT-CUM-LABOUR COURT,
BANGALORE

C.R. No. 48/92

I PARTY

Shri P. Chandrashekar,
No. 519, Agrahara,
Ramanaaram-571511,
Bangalore.
(Advocate—S. Sukumaran).

II PARTY

The Chairman,
Karnataka Bank Ltd.
Head Office,
Kodialbail,
Mangalore-575003,
(Advocate—R. Upadhyaya).

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012 78 92-IR.B.III dated 1st June, 1992 for adjudication on the following schedule :—

SCHEDULE

“Whether Shri P. Chandrashekar was a workman of Karnataka Bank Ltd? If so, whether the action of the management of Karnataka Bank Ltd. in terminating the services of P. Chandrashekar, Hony. Deposit Collector, w.e.f. 7-8-86 was justified? If not to what relief Shri P. Chandrashekar is entitled to?”

2. The first party was a workman of Karnataka Bank Ltd. and his services were terminated. He was a Hony Deposit Collector and therefore industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party workman in brief is as follows :

5. It is the case of the first party workman that he was employed as a Hony Deposit Collector at the Ramanagaram Branch of the Second Party Bank since 12th February 1975. He was paid wages in the form of commission. The work entrusted to the first party was both manual as well as clerical work. Duties of the Deposit Collector are stated in the Claim Statement. He used to collect the deposits from the customer and on the next day morning he had to report to the Bank after filling up various forms and registers. He has to deposit the amount to the credit of the concerned account. First party had worked sincerely and honestly and opened large number of Hony Deposit Accounts and introduced large number of new customers to the bank of the Second Party.

6. It is the further case of the first party that to the great shock and surprise of the first party, the Ramanagaram Branch Manager of the Second Party bank had issued a letter dated 17-11-1981 asking the first party not to open new accounts and also to close most of the then existing accounts.

7. On 6-8-1996 the Manager had asked the first party to return the letter of Authority issued to the first party at the time of appointment and issued a paper notification on 11-8-96 in a Kannada Daily “Bayalu Seema” stating that the first party will not be continued in the services of the bank. The first party has not committed any irregularity or misappropriation and the management without any reason illegally thrown him out of employment w.e.f. 7-8-1986. No show cause notice was issued and no enquiry was conducted against him before termination. The management has rejected the request of the first party. The action of the management is not correct. The first party has prayed to pass award in his favour.

8. The case of the management in brief is as follows :

9. It is not true that the first party was employed as a Hony Deposit Collector by the management or was paid any wages in the form of commission or the work entrusted to him was both manual and clerical. There is no post of Hony Deposit Collector in the staff pattern of the Second Party. The first party offered to work as a canvasser for the branch for a period of one year and he executed an agreement of Agency which was being renewed from year to year. The first agreement was dated 4-12-1984. He was expected to collect deposits from the public as per the Scheme and deposit the same at the Branch to the credit of the respective accounts and he was getting commission from the deposits collected by him for the month. No fixed payment is agreed to be given to him nor was he asked to do any clerical job in the bank. He had no regular place of work, area of work hours of work.

10. The main contention of the management is that the first party is not a workman as defined under the Industrial Disputes Act

and the dispute is not maintainable. It is also said this tribunal has passed an Award in CR. No. 194/87 holding that a Honey Deposit Collector is not a workman. In the conciliation proceedings the representative of the bank has not agreed to reinstate the first party. The management for these reasons and for some other reasons has prayed to reject the reference.

11. It is seen from the records that the management examined MW1 and close the case. Against this the workman got examined himself as WW1. According to the evidence of MW1 the first party was a pigmy agent and he was appointed and agreement Ex. M1 was executed between the bank and the first party. The agreement was renewed subsequently every year. Ex. M2 is the agreement executed between the Bank and the first party and that expired on 4-12-1985. Thereafter it was not renewed.

12. The evidence of WW1 is that he was a Honey Deposit Agent and executed agreement till 1986. He was terminated in 1986. He further says that after him two others were appointed as agents and no show cause notice or compensation was given to him.

13. I have heard the arguments of both sides. I have carefully perused the records. The counsel for the first party has relied decision of the Hon'ble Supreme Court reported in AIR 2001 SCW 749. In view of the decision of the Hon'ble Supreme Court of India, now it is clear that the first party is a workman of the bank.

14. Keeping in mind the principles held in the above decision of the Hon'ble Supreme Court, there is no merit in the contention of the management that the first party is not a workman of the bank. Further the management has to regularise the services of the workman as per the order of the Hon'ble Supreme Court.

15. The first party workman has also relied decisions reported in ILR(Kar) S.N. 41. He further relied decision reported in CA No. 364 of 1981 dated 21st April 1981 of the Supreme Court of India.

16. I have read the above decisions carefully. Now the management has to treat the first party as a workman of the bank and has to regularise his services in view of the law

laid down by the Hon'ble Supreme Court of India.

17. Taking all this into consideration I am of the opinion that the action of the management is not correct and accordingly I proceed to pass the following order :

ORDER

The reference is allowed and the management is directed to regularise the services of the first party. In view of the fact that the first party was paid only a commission no backwages are awarded. The management is directed to regularise the services of the first party workman.

(Dictated to PA transcribed by her corrected and signed by me on 10th October, 2001)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.अ. 3004— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुवाद में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2001 को प्राप्त हुआ था।

[स. एल-42011/45/2000-आई आर (डीयू)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th October, 2001

S.O. 3004.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 10-10-2001.

[No. L 42011/45/2000-IR(DU)]
KULDIP RAI VERMA, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT

BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS. (Sr. Bench),
Presiding Officer, C.G.I.T. cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 21/2000

Date of conclusion of hearing- 11th Sept. 2001

Date of Passing Award-3rd Oct. 2001

BETWEEN :

The Management of the Station Director,
 Prasar Bharati, Broadcasting Corporation of India,
 All India Radio, Jeypore, Orissa-764001—Ist Party-
 Management.

AND

Their Workman, Shri M. R. Sahu,
 Association of Radio & T.V. Engineering
 Employees, All India Radio,
 Jeypore, Koraput-764020, Orissa, —2nd Party-
 Workman.

APPEARANCES :

Shri Kali Kinkar Mishra,
 Station Director : For the 1st Party-Management.
 Shri M. R. Sahu : For himself 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42011/45/2000/IR(DU), dated 28-9-2000 :

“Whether the action of the Management of All India Radio, Jeypore, by not giving promotion to Shri M. R. Sahu, the disputant, while his counterpart got his promotion in the year 1992, is genuine ? If not, to what relief the disputant is entitled ?”

2. The case of the 2nd Party-Workman may be stated in brief.

The 2nd Party-Workman, originally an employee of Dandakaranya Project. He joined as Mate-Grade I in the year 1962. That Project was closed. He was offered the post Diesel Engine Driver under the administrative control of the Ministry of Rehabilitation. His appointment was under the 1st Party-Management. He joined in All India Radio, Jeypore on 29-6-1984 with his friend Shri L. M. Pattnaik. The said L. M. Pattnaik was joined in Dandakaranya Project in the year 1963. On 20-10-1993 the said L. M. Pattnaik was upgraded to the Post of Diesel Technician and his promotion was with-held. The grievance of the 2nd Party-Workman is that though Shri L. M. Pattnaik and he joined in the All India Radio, Jeypore on the same day the said L. M. Pattnaik was treated as senior. Without preparing any seniority list though the 2nd Party-Workman has been denied promotion, he raised a dispute and subsequently on failure of the same the present reference has been made.

3. The 1st Party-Management have filed their Written Statement denying all the statement made by the 2nd Party-Workman in his Claim Statement. The main stand of the 1st Party-Management is that, this reference is not maintainable and the 2nd Party-Workman is not coming under the definition of the

Workman. It has been further submitted that the promotion of Shri L. M. Pattnaik to the post of Diesel Technician was made on 22-10-1993 according to the statutory provisions under section 21 of the Administrative Tribunal Act, 1985. The promotion of Shri L. M. Pattnaik was considered by Departmental Promotion Committee. It has been further averred that the 2nd Party-Workman has got no cause of action and he is not entitled for any relief.

4. On the pleadings of the parties, the following Issues have been settled :—

- I. Whether there is any Industrial Dispute between the Parties ?”
- II. Whether the reference is maintainable ?
- III. Whether the action of the Management of All India Radio, Jeypore, by not giving promotion to Shri M. R. Sahu, while his Counter part got promotion in the year 1992 is genuine and justified ?
- IV. If not, what relief the disputant is entitled to ?

No oral evidence has been adduced on behalf of both the parties. The Tribunal has been addressed basing on the documents produced by the parties.

FINDINGS**ISSUE NO: II**

5. It was submitted on behalf of the 1st Party-Management that, All India Radio now named as Prasar Bharati is not an Industry, so the disputant can not be treated as a Workman. I am not inclined to accept this submission. It has also been settled by the judgement of the Hon'ble Supreme Court that the Prasar Bharati comes under the definition of Industry. So when the disputant is admittedly working is a Workman. Hence, this Issue is answered in favour of the 2nd Party-Workman.

ISSUE NO.I

6. In this regard, it has been submitted on behalf of the 1st Party-Management that there is no Industrial Dispute exists because the dispute has not been raised by the Union. When the disputant is claimed that he has not been promoted or any illegalities have been committed by not giving him any promotion this Tribunal lacks jurisdiction to decide the same fact. On the other hand it has been submitted on behalf of the 2nd Party-Workman that this Tribunal has got jurisdiction and the dispute exists is maintainable. In support of his stand, the case of Gwalior Investment Co. Pvt. Ltd. Versus K. M. Desai, Member Industrial Court and others, reported in 1993 LLJ, 127, the case of Iqbal Hussain Quareshi, Versus Asst. Labour Commissioner, Indore and others, reported in 1990 LAB.I.C.-N.O.C. 131, the case of Nanigopal Sarkar Versus Heavy Engineering Corporation Ltd. and others reported in 1990 LLJ, 289 and the case of Kamal Chand Daduram Versus Union of India and others, reported in 1989 LAB.I.C. 501. After hearing both the parties I am unable to accept the submission made on behalf of the 2nd Party-Workman. Reference has been made whether the action of the Management in giving promotion to the Workman in the year 1992 is genuine and justified. The Claim Statement

has been filed by the 2nd Party-Workman himself. No Union has represented to him. He alone has contested this case. In order that a dispute has to become an Industrial Dispute, it should be espoused by a body of workmen or espoused by the union. But in case of retrenchment the 2nd Party-Workman can alone bring a dispute. In the present case the 2nd Party-Workman has not been represented by a body of the Workman or by a Union. So in that case this dispute can not be treated as Industrial Dispute. The case of which reliance has been placed on behalf of the 2nd Party-Workman are distinguishable from the present case on facts and those cases in which the dispute was raised by a body of the Workman and the case which was raised by an individual workman was the case of termination. So the principle decided in the cited cases are no more applicable to the facts of the present case. So in my opinion this dispute can not come under the definition of Industrial Dispute. Hence, this Tribunal would have no jurisdiction to answer the reference.

ISSUED NO. III & IV

7. In view of my above findings given in respect of Issue No. I no further discussion will be answered in respect of other two issues.

8. As per my above discussion I am of the opinion that, no Industrial Dispute exists between the parties and hence this Tribunal lacks jurisdiction.

9. Reference is answered accordingly.
Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 3005.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली मिल्क स्कीम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुवध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2001 को प्राप्त हुआ था।

[स. एल-42011/46/88-डी-II(बी)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th October, 2001

S.O. 3005.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delhi Milk Scheme and their workman, which was received by the Central Government on 10-10-2001.

[No. L-42011/46/88-D-II(B)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RUDRESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 97/89

L-42011/46/88-D2(B)

The General Secretary,
Delhi Milk Scheme Employees Union
(Head Office), West Patel Nagar,
New Delhi-110008

Versus

The Chairman,
Delhi Milk Scheme,
West Patel Nagar,
New Delhi-110008

AWARD

The Central Government in the Ministry of Labour by order dated 12-10-89 referred following dispute for adjudication:—

“Whether the action of management of Delhi Milk Scheme, Delhi in not giving the pay of Store Attendants to the Store Mates (list enclosed) as they were doing the job of Store Attendants for a long period? If not, what relief the workman concerned are entitled to?”

2. The matter was taken in the preliminary hearing of proposed Lok Adalat on 3-10-2001. Parties desired time to settle their dispute and 5-10-2001 was fixed for further hearing. Sh. Harish Sharma, Personnel Officer of Delhi Milk Scheme, presented letter No. 4-18/DMS-4/2001 dated 5-10-2001 signed by Sh. Sant Ram, President of the Union. The letter mentions that consequent upon the implementation of the recommendations of the Fifth Pay Commission, the dispute with regard to their Pay Scales has since been solved and ‘No Dispute’ is pending for adjudication. Accordingly, the Union acting through its President has requested to withdraw the case.

3. In view of the prayer made by the workman, there exists ‘No Dispute’ to be adjudicated. Accordingly, the reference is returned to the Central Government without adjudication on merits, treating it as ‘NO DISPUTE AWARD’.

5-10-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2001

का.आ. 3006.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेन मोटर सर्विस डिपार्टमेंट ग्राफ पोस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुवध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2001 को प्राप्त हुआ था।

[स. एल-40012/156/94-गार्ट ग्रार (डी य)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th October, 2001

S.O. 3006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mail Motor Service, D/o Post and their workman, which was received by the Central Government on 10th October, 2001

[No. L-40012/156/94-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, CHENNAI

Thursday, the 27th day of September, 2001

PRESENT :

Shri S. R. Singharavelu, B.Sc., B.L., Industrial Tribunal.

Industrial Dispute No. 212 of 1994

(In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Mail Motor Service, Madras-600006.)

BETWEEN

Shri P. V. Sukumarakrishnan,
No. 49, Corporation Small Line,
Shivarao Road, Pattalam,
Madras-12

AND

The Sr. Manager,
Mail Motor Service,
D/o Posts, Madras-600006.

REFERENCE :

Order No. L-40012/156/94-IR(DU), dated 16-12-94, Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 14th day of September, 2001, upon perusing the reference, Claim and Counter Statements and all other material papers on record and upon hearing the arguments of Tvl M. Gnanasekar and M. Mani, Advocates appearing for the Workmen and the Management being absent, this Tribunal made the following :

AWARD

The Government of India has referred the following issue for adjudication by this Tribunal :

"Whether the action of the Senior Manager, Mail Motor Service, Madras in terminating

the services of Sri P. V. Sukumarakrishnan by way of compulsory retirement w.e.f. 1-9-90 is justified? If not, to what relief he is entitled?"

2. The main averments found in the Claim Statement of the Petitioner are as follows :

The Petitioner joined the respondent Departments in the year 1973. While he was on duty on 16-5-87 the van in which he was on duty suffered break down at Meenambakkam and the same was intimated by the applicant to the 2nd respondent. He was placed under suspension on 26-5-87. The petitioner rendered unconditional apology and requested for reinstatement by his petition dated 22-7-87. The suspension order was revoked thereafter. However he was issued with a Charge Memo dated 23-7-87 stating that the petitioner while functioning as T.S. Driver on 16th May, 1987 has caused the seizure of engine in Mail Van No. 57/TCX 9157. The charge against him was that he has driven the vehicle without engine oil and without observing warning lamp and oil pressure gauge on instrument panel of the vehicle. The engine ceased. It was stated that the petitioner was lack of devotion to duty violating the provision of rule 3(1)(ii) of the CCS Conduct Rules, 1964. A departmental enquiry was ordered. The 2nd respondent by an Order dated 1-6-1989 imposed the punishment of removal from service. Against this order, the petitioner preferred an appeal. The enquiry officer examined the petitioner during the denovo enquiry and found the charges against the petitioner proved. The 2nd respondent thereafter passed an Order dated 1-9-90 imposing the punishment of removal from service. The 1st respondent by an Order dated 27-2-91 rejected the appeal. But the modified the punishment of removal from service to that of compulsory retirement. The petitioner has filed an O.A. 632/91 before the Central Administrative Tribunal, Madras. The petitioner submits that in his case he has not done anything contrary to Rule 3(1)(ii) of the CCS Conduct Rules. The expressions like an act unbecoming of a Government servant and lack of devotion to duty are loose expressions. He has caused loss to the department to the tune of Rs. 5026.77. They could have very well recovered the amount from the petitioner. Even as per the evidence available on record the leakage of oil from the engine due to loss of and not due to driving the vehicle without engine oil. The original application was unfortunately dismissed by the Central Administrative Tribunal by its Order dated 12-4-94. The petitioner submits that he has got 13 more years of service. He has got a big family to support and he is the sole bread-winner of the family. It is therefore prayed that this Tribunal may be pleased to declare the action of the respondents in imposing the punishment of compulsory retirement from service on 27th February, 1991 on illegal, unjust and arbitrary and consequently direct the respondent to reinstate the petitioner w.e.f. 1-9-90 with all attendant service benefits including arrears of back wages.

3. The main averments found in the Counter Statement of the Respondent are as follows :

On 16-5-87 the petitioner had caused damages to the engine of Van No. 57/TCX 9157 which he was driving, hence he was suspended on 26-5-87 and the suspension had been revoked on 24-7-87 when the Charge Memo No. MSE/Z 53/Com. 150 dated 23rd July, 1987 against him was completed (Annexure-I). The Suspension Order was revoked only on 24-7-87. Had the averment of the petitioner was fact, the Senior Manager would have revoked the suspension if so agreed on 28-5-87 or 27-5-87, when the petitioner admitted his mistakes and given unconditional apology, but not done which itself establish that the letter dated 27-5-87 (Annexure-I-A) was not at the insistence of the Senior Manager. It is submitted that the petitioner in addition to the above caused two major accidents one on 30-5-81 involving mail Van No. 29/TMX 4216 with a private lorry No. TMC 1674 causing considerable damages to the mail van and the lorry. Again on 9-12-81 between Mail Van No. 61 TMW 7748 and a private Car No. TMW 6840, causing heavy damages to the mail van and car. In both cases the petitioner was fined Rs. 50 and Rs. 25 respectively. After due enquiry as contemplated the petitioner was removed from service in Memo No. MSE/Z-53/Comp. 68 dated 31-7-86 and on appeal he was reinstated in service on lenient grounds but the petitioner did not budge, hence in Charge Memo No. MSE/Z-53/Comp. 15 dated 23-7-87 (Annexure-I) his past omissions and commissions and statutory punishments he had were reflected to establish the indifferent nature of work and the habitual reckless driving. Though the petitioner filed O.A. No. 632/91 before Central Administrative Tribunal, Madras, the Hon'ble CAT was pleased to dismiss the Original Application without cost. Rule 3(1)(ii) is express in its terms viz every Government Servant shall at all times maintain devotion to duty. The contention that lack of devotion to duty and unbecoming of a Government servant coming under Rules 3(1)(ii) and (iii) are loose expression is meaningless and originated out of ignorance. The omission on the part of the petitioner was that he failed to stop Van No. 57/TCX 9157 immediately when the oil low pressure indicating lamp started glowing, but continued to ride the vehicle till it stopped due to engine seizure. The word devotion used in Rule 3(1)(ii) is in its broad meaning, as per West Minister dictionary devotion means (1) to dedicate, (2) to concentrate. From this, it is clear that the Government Servant should dedicate himself to discharge his duty assigned to him with utmost care without causing any damage or loss to men, material etc., by way of his omissions/commissions. The cost of damage Rs. 5026.77 could have been recovered from the petitioner cannot be agreed to, since recovery had been from the petitioner twice for accident caused to the Mail Van due to his rash and reckless driving, but the petitioner instead of proving his driving habits he continued the reckless driving repeatedly which resulted in accident very frequently. The contention of the petitioner that he has been thrown out of the department for a minor misconduct is baseless as seen supra. The compulsory retirement awarded to the petitioner was on public interest due to the umpteen accidents and damages had while in service with the 2nd respondent and also due to failure of the petitioner to contain his misconducts and reckless driving even after minor or

major punishment. For the reasons stated above it is therefore prayed that this Court may be pleased to dismiss above I.D.

4. On behalf of Respondent, Exs. M1 to M12 were marked by consent. No witnesses were examined for both sides.

5. The Point for consideration is whether the action of the Senior Manager, Mail Motor Services, Madras in terminating the services of Sri P. V. Sukumarakrishnan by way of Compulsory Retirement w.e.f. 1-9-90 is justified? If not, to what relief he is entitled?"

6. The Point : On 30-12-96 there was an Award by this Tribunal holding that this Tribunal lacks jurisdiction and the Industrial Disputes were dismissed for want of jurisdiction. As against the same, a Writ Petition was filed in W.P. 14122/98 wherein an Order was passed on 5-11-99 holding that in view of the findings in 1998-I-LJ 255 this Tribunal will be having jurisdiction and therefore the matter was remitted back for disposal according to law.

7. The petitioner Thiru P. V. Sukumarakrishnan was a driver. He had joined the Postal Department (respondent) in the year 1973. While he was on duty on 16-5-87 with Van No. 57/TCX 9157 belonging to the Postal Department, he has failed to stop the vehicle immediately when the oil low pressure indicating lamp started glowing; but continued to drive and ride the vehicle till it stopped due to engine seizure. Due to his negligence, there was a loss caused to the department to the tune of Rs. 5026.77. He was placed under suspension on 26-5-1987. On the next day, the workman has applied for revocation of suspension through his letter dated 27-5-87 which was marked as Ex. M2. He has also expressed unconditional apology through Ex. M3. Even though the suspension was revoked on 24-7-87, there was a Charge memo dated 23-7-87 issued to him. For the above say of the management in para 5 of its counter, there is no rejoinder or evidence contra. Thus the revocation or suspension dated 24-7-87 cannot nullify the Charge Memo issued on the earlier date.

8. Perhaps it might have been thought that when action is mooted against the workman, the continuation of suspension may not be necessary. According to the Charge Memo, the workman has driven the vehicle without engine oil and without observing glowing of warning lamp and oil pressure gauge on the instrument panel of the vehicle. This according to the management his omission is duly amounted to lack of devotion in duty thus violating the provision of Rule 3(1)(ii) of C.S.C. Conduct Rules, 1964. Or. 8-8-1987 the workman had submitted an explanation denying the charges. A departmental enquiry was ordered which ultimately found the charges proved. On 1-6-89 there was an Order of Punishment of removal from service. On appeal the first respondent ordered de novo enquiry. On 1-9-90 there was an Order in the de novo enquiry imposing the punishment of removal from service. The workman preferred an appeal before the first respondent who had passed an Order on 21-2-91 in and by which the punishment was

modified from removal of service to Compulsory retirement. As against which the petitioner preferred O.A. No. 632/1991 before the Central Administrative Tribunal, Madras which was also later on dismissed. The copy of the Order of Central Administrative Tribunal was marked as Ex. M12. It was held therein that the contention of the workman that there was no evidence before the Enquiry Officer to prove the Charge against the workman was untenable. It was further held that there was no force in the contention of the workman that the Service Engineer of the Standard Motor Product of India Ltd. ought to have been examined and the workman ought to have been given an opportunity to re-cross examination. After exhausting of such remedies the dispute under Section 2K of Industrial Dispute Act was raised.

9. Now the contention of the workman is that he had not violated the Rule 3(1)(ii) of the CCS Conduct Rules of 1964; that the management could have recovered the amount of loss of Rs. 5026.77. It was also contended that there was leakage of oil from the engine and that was the reason for the seizure of engine. The non-availability of engine oil, may be due to leakage or even out of mechanical exhaust. But in either case, the glowing of the warning lamp and oil pressure gauge on the instrument panel of vehicle was there. It has not been denied that there was no such warning lamp or so. It is the paramount duty of any driver to watch this warning signals and if it was properly done a seizure of engine could have been easily avoided. The contention of the workman that he was not responsible for the leakage of the engine oil is unacceptable. He may not be responsible for the leakage but he was responsible for not having taken any safeguard method even after seeing the glowing of the warning lamp.

10. Again it was contended that there was no violation of Rule 3(1)(ii). According to the workman it contains only loose expression. Actually what the rule says is that every Government servant shall at all times maintain devotion to duty. The Charge Memo contained an explanation as to how there was negligence of duty on the part of the workman. On 16-5-87 the workman has given Van No. 57/TCX 9157 which went out of Order due to dearth of engine oil and the engine had seized itself. The driver who was on duty should have checked the engine oil and atleast should have observed the glowing engine lamp so that he could have avoided, the seizure of engine by way of stopping the vehicle before the seizure. This will reveal the default on the part of workman. This can as well be said that he was not on devotion of duty. Even though devotion of duty was a loose expression, it is a larger area which would naturally cover any negligent act of workman and therefore to say that it is not applicable is untenable.

11. The next contention of the workman is that the Loss of Rs. 5026.77 could have been recovered from him is also unacceptable because the management had shown that on three prior occasions namely on 9-12-81, 12-10-84 and 30-5-81, similar negligent act have been committed by the same workman. Ex. M4 shows that on 24-8-83 there was a Proceeding which would show the prior action against the same workman in his similar earlier defaults while func-

tioning as a driver of Mail Van No. TNW 5494. On 7-3-82 there was another proceeding through Ex. M7 which would go to show the workman's negligence during driving of Postal Van No. TMX 4216. He was charge sheeted in 11 M.M. Fgmore under Section 116 of M.V. Act. These lapses on the part of the workman were mentioned even in Ex. M10 Proceedings dated 1-9-90 connected to this incident. Therefore to say that actual loss could have been recovered from the petitioner instead of taking action against him is also unacceptable.

12. The Learned Counsel for the Petitioner relied upon 1989 (2) ATP 215 and contended that the Tribunal has power to examine the adequacy of penalty on the ground that it is not commensurate with delinquency of the official. In that case it was held that when a person without an enquiry was dismissed solely on the basis of conviction by Criminal Court, the Tribunal may examine the adequacy of penalty imposed in the light of conviction and the sentence inflicted on the person. He has also relied upon AIR 1998 SC 948 wherein it was contended that workman found in sleeping during hours of Night shift in Plant and kept machine in running condition without inserting raw-material therein—imposition of punishment of dismissal—would be disproportionate and amounts to unfair Labour Practice being an incidence of legal victimisation. But in this case there is total damage of the engine of the Van due to the negligent act of the driver; whereas such thing had not happened in the above cited case.

13. Similarly reliance was placed in AIR 2000 Supreme Court 1151 wherein the Bus Conductor found to have issued tickets to all passengers but there were short distance ticket; dispute about point at which passengers boarded bus—decided not by examining passenger but by relying only upon report of Transport Inspector which signed by delinquent—Interference with punishment on ground that this disproportionate is proper but in this case, it is not a comparable thing.

14. Again reliance was placed on 1987 (4) Supreme Court Cases 611 wherein it was held that the wider the power, the greater the need for the restraint in its exercise and correspondingly, more liberal the construction of the procedural safeguards envisaged by the statute. That case was a mere disobedience of the lawful command of the Military Officer to eat his food which was refused. So it was a minor matter.

15. For the above reasons, the application of Section 11A and interference in the imposition of punishment could not be made. The punishment is only compulsory retirement which is commensurate with the misconduct of the delinquent, who had already indulged in such negligent act frequently.

16. Therefore, no relief could be granted to the workman. Industrial dispute is dismissed. Award passed. No costs.

Dated at Chennai, this 27th day of September, 2001.

THIRU S. R. SINGHARAVELU. Industrial Tribunal

I.D. 212 of 1994

को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-10-2001 को प्राप्त हुआ था।

Witnesses examined :

For Petitioner/Workmen : None.

[सं. एल-40012/227/99-आई आर (डी.यू.)]

For Respondent/Management : None.

कुलदीप राय वर्मा, डेस्क अधिकारी

DOCUMENTS MARKED

New Delhi, the 15th October, 2001

For Petitioner/Workmen : Nil.

For Respondent/Management :

Ex. M1 : Memo No. MSR/253/Comp./150 dt. 23-7-87 of the Senior Manager, Mail Motor Service, Madras-6.

S.O. 3007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Department and their workman which was received by the Central Government on 15-10-2001.

Ex. M2 : Letter dt. 27-5-87 of Shri P. V. Sukumarakrishnan.

[No. L-40012/227/99-IR(DU)]

Ex. M3 : Letter dt. 22-7-87 of Sri P. V. Sukumarakrishnan.

KULDIP RAI VERMA, Desk Officer

Ex. M4 : Memo No. MST/A. 499 dt. 24-8-83 of the Senior Manager, Mail Motor Service, Madras-6.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

Ex. M5 : Letter No. MST/A/Misc./13/84-96 dt. 25-3-85 of the Senior Manager, Mail Motor Service, Madras-6.

PRESENT :

S. N. Saundankar.—Presiding Officer.

Ex. M6 : Memo No. MSE/253/Comp. 119 dt. 26-6-86 of the Senior Manager, Mail Motor Service, Madras-6.

Reference No. CGIT-2/46 of 2000

Employers in relation to the Management of :

Ex. M7 : Letter No. DCT/B5/319/842/82 dt. 7-3-82 of the Dy. Commissioner of Police, Traffic, Madras-7.

The S.D.E (Telegraphs)
D.T.O. Jalgaon-425001.The General Manager Telecom..
Jalgaon-425 001.

Ex. M8 : Letter No. DCT/3462/10733/B5-21 dt. 30-1-82 of the Dy. Commissioner of Police, Traffic, Madras-7.

AND

Ex. M9 : Order No. ST. A3. 385/89 Madras dt. 20-12-89 of the Director of Postal Services, Madras Region, Madras-2.

Their Workmen.

Sh. Namdeo Rajaram Patil,
191, Shivaji Nagar,
Bhagat Singh Chowk,
Jalgaon-425 001.

Ex. M10 : Memo No. ASE/253/Comp. 150/11 dt. 1-9-90 of the Senior Manager, Mail Motor Service, Madras-6.

APPEARANCES :

For the Employer.—Mr. M. S. Chaudhari Representative.

Ex. M11 : Order No. STC/15-2949/90 dated 27-2-91 of the Director of Postal Service, Madras Region, O/o the Chief P.M.G. Madras-2.

For the Workmen.—In Person.

Mumbai, dated 12th September, 2001

Ex. M12 : Judgement dt. 12-4-93 of Hon'ble Central Administrative Tribunal, Madras is dismissing O.A. No. 632/1991 filed by Sri P.V. Sukumarakrishnan.

AWARD

नई दिल्ली, 15 अक्टूबर, 2001

The Government of India, Ministry of Labour, by its Order No L-40012/227/99/IR(DU), dated 21-10-99 and vide transfer order dated 28-2-2000, have referred the following Industrial Dispute to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947.

का.आ. 3007—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के सबद्ध निवोजको और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाद

"Whether the action of the management of Telecom. through its S.D.E. (Telegraph), DTO, Jalgaon and General Manager Telecom Jalgaon in terminating the services of Sh Namdeo Rajaram Patil w.e.f. 18-2-99 is legal, proper and justified? If not, to what relief the said workman is entitled?"

2. Namdeo Rajaram Patil was engaged as a part-time waterman in the office of D.T.O. Jalgaon. He was working daily for six hours during the period 4-6-93 to 17-2-99. He was not allowed to avail weekly off and holidays. He was filling the water, serving water to on duty employees working in Telegraphs Office, Jalgaon. In addition to this, he was dusting tables and chairs and other furnitures and counters and other miscellaneous work such as going to post office or to handover documents to various sections. He continuously worked for five years, two months and fifteen days, and inspite of this, his services were terminated abruptly on 18-2-99, though the Head of department had issued directions to regularise the services of part time workers. It is contended Patil approached Assistant Labour Commissioner(C), Pune, who in turn, directed the department to regularise his services, but in-vain. It is contended the department after discontinuing him recruited labourers through direct contractors, flouting the directions of the Apex Court and the concerned department. It is contended in the year 1997 since he had completed four years, his name was to be empanelled for the full time sweepers, however, he was deliberately neglected. It is contended that his termination is against the provisions of Industrial Disputes Act and therefore he be reinstated in service from 18-2-99 with full back wages. Vide amendment (Exhibit-3) he contended that the Assistant Manager Telecom, Jalgaon vide his Order dated 26-11-99 appointed him as full time casual labour w.e.f. 1-12-99. It is his grievance that he should have been appointed as full time casual labour w.e.f. 18-2-99.

3. Management SDE (Telegraphs) and The General Manager Telecom, resisted the claim of Patil by filing Written Statement (Exhibit-4). It is their contention that management did not violate the provisions of the Industrial Disputes Act. Patil being a part time contingency labour, was not entitled for weekly off and holidays. He has been appointed as full time casual labour w.e.f. 1-12-99.

4. Namdeo Rajaram Patil filed affidavit by way of Examination-in-Chief (Exhibit-6), and that he was cross-examined by management on 9-3-2000. Management did not lead any oral evidence. Patil filed written submissions (Exhibit 7) and the management at (Exhibit-8) and vide purshis (Ex-16 and 17) both the parties contended that the matter be decided as per the written submissions.

5. On perusing the record as a whole and going through the submissions a short point arises for my determination in this reference :

“Whether the action of the management of Telecom. through its S.D.E. (Telegraph), DTO, Jalgaon and General Manager Telecom, Jalgaon in terminating the services of Namdeo Rajaram Patil w.e.f. 18-2-99 is legal, proper and justified?”

6. My finding on the above point is in the negative for the reasons recorded below :

REASONS

7. Mr. Patil stated in his affidavit that he was engaged as a part time water-man in the year 1993,

he worked more than 6 hours during the period 4-6-93 to 17-2-99. However, abruptly his services were terminated verbally w.e.f. 18-2-99. He stated that they did not follow the provisions of the Industrial Disputes Act. His services were so terminated though he had worked continuously for 240 days in preceding twelve calendar months and added that the Assistant General Manager Telecom (Admn.) by his letter No. E-7/11/A/99-2000/8, dtd. 26-11-99, taken him as full time casual labour w.e.f. 1-12-99. It is seen from the record, on the date of discontinuance, Mr. Patil had completed 240 days thereby infact, he had complied with the provisions of the Industrial Disputes Act to regularise his service. On this back ground the grievance of Mr. Patil that he should not have been discontinued on 18-2-99 finds substance. It is to be noted that management did not file affidavit to rebut the testimony of Patil nor in their Written Statement pointed out that their action was justified. It is therefore clear that Patil was illegally terminated on 18-2-99 though he had completed 240 days and consequently was fit to take as full time casual labour w.e.f. 18-2-99 itself. The management's action on this back ground is therefore totally against the provisions of Industrial Disputes Act, not at all legal, proper and justified. Therefore point is answered accordingly.

8. As stated above Mr. Patil in view of the provisions of the Industrial Disputes Act, since had completed 240 days on 8-2-99, his services should not have been terminated. Therefore he will have to be treated in service as full-time casual labour from 18-2-99 instead of 1-12-99 and consequently he is entitled to monetary benefits from 18-2-99. Therefore the following order is passed :

ORDER

Action of the management of Telecom through its S.D.E. (Telegraphs) D.T.O. Jalgaon and General Manager Telecom, Jalgaon in terminating the services of Shri Namdeo Rajaram Patil w.e.f. 18-2-99 is not legal, proper and justified.

Mr. Patil be treated as full-time casual labour w.e.f. 18-2-99 instead of 1-12-99 and he be paid all consequential benefits from 18-2-99.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2001

का.आ. 3008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 15-10-2001 को प्राप्त हुआ था।

[सं. एल-40012/228/99-आई आर (जी यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 15th October, 2001

S.O. 3008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Department and their workman which was received by the Central Government on 15-10-2001.

[No. L-40012/228/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO II, MUMBAI

PRESENT :

S. N. Saundankar.—Presiding Officer,
Reference No. CGIT-2/45 of 2000.

Employers in relation to the Management of :
The S.D.E. (Telegraphs)
D.T.O. Jalgaon-425001.

The General Manager Telecom.,
Jalgaon-425 001.

AND

Their Workmen.

Sh. Pradip Harish Changare.

136, Shanipeth,
Gurunank Nagar,
Jalgaon-425 001.

APPEARANCES :

For the Employer.—Mr. M. S. Chaudhari Rep-
resentative.

For the Workmen.—In Person.

Mumbai, dated 10th September, 2001.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-40012/228/99/IR(DU), dt. 21-10-99 and vide transfer order dated 28-2-2000, have referred the following industrial dispute to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947.

"Whether the action of the management of Telecom through its S.D.E. (Telegraphs), D.T.O. Jalgaon and General Manager Telecom, Jalgaon in terminating the services of Shri Pradip Harish Changare w.e.f. 18-2-99 is legal, proper and justified? If not, so what relief the said workman is entitled?"

2. Pradip Harish Changare was engaged as a part-time sweeper in the year 1993 in the office of D.T.O. Jalgaon. He was working daily for four hours during the period for 1-10-93 to 17-2-99. He was not allowed to avail weekly off and holidays and that times, he was doing work more than four hours, even 8 hours. He was cleaning the entire telegraph office including lavatory to, i.e. more area than prescribed by the department. He continuously worked for five years, four months and 18 days and inspite of this, his services were terminated abruptly orally on 18-2-99, though the Head of department had issued directions to regularise the services of part time workers. It is contended Changare approached Assistant Labour Commissioner(C) Pune, who in turn, directed the department to regularise his services, but in vain. It is contended the department after discontinuing him recruited labourers through direct contractors, flouting the directions of the Apex Court and the concerned department. It is contended in the year 1997 since he had completed four years his name was to be empanelled for the full time sweepers. However, he was deliberately neglected. It is contended that his termination is against the provisions of Industrial Disputes Act and therefore he be reinstated in service from 18-2-99 with full back wages. Vide amendment (Exhibit-3) he contended that the Assistant Manager Telecom, Jalgaon vide his order dated 26-11-99 appointed him as full time casual labour w.e.f. 1-12-99. It is his grievance that he should have been appointed as full time casual labour w.e.f. 18-2-99.

3. Management S:D:E (Telegraphs) and the General Manager Telecom, resisted the claim of Changare by filing Written Statement (Exhibit-4). It is their contention that management did not violate the provisions of the Industrial Disputes Act. Changare being a part time contingency labour, was not entitled for weekly off and holidays. He has been appointed as full time casual labour w.e.f. 1-12-99.

4. Pradip Harish Changare filed affidavit by way of Examination-in-Chief (Exhibit-6), and that he was cross-examined by management on 2-3-2000. Management did not lead oral evidence. Changare filed written submissions (Exhibit-7) and the management at (Exhibit-8) and vide purshis (Exhibit-17 and 18) both the parties contended that the matter be decided as per the Written Submissions.

5. On perusing the record as a whole and going through the submissions a short point arises for my determination in this reference :

"Whether the action of the management of Telecom. through its S.D.E. (Telegraphs), D.T.O. Jalgaon and General Manager Telecom, Jalgaon in terminating the services of Shri Pradip Harish Changare w.e.f. 18-2-99 is legal, proper and justified?"

6. My finding on the above point is in the negative for the reasons recorded below :

REASONS

7. Mr. Changare, stated in his affidavit that he was engaged as a part time sweeper in the year 1993, he worked more than four hours during the period 1-10-93 to 17-2-99. However, abruptly his services

were terminated verbally w.e.f. 18-2-99. He stated that they did not follow the provisions of the Industrial Disputes Act. His services were so terminated though he had worked continuously for 240 days in preceding twelve calendar months and added that the Assistant General Manager Telecom (Admn.) by his letter No. E-7/11/A/99-2000/8, dt. 26-11-99, taken him as full time casual labour w.e.f. 1-12-99. It is seen from the record, on the date of discontinuance, Mr. Changare completed 240 days thereby in fact, he had complied with the provisions of the Industrial Disputes Act to regularise his service. On this back ground, the grievance of Mr. Changare that he should not have been discontinued on 18-2-99 finds substance. It is to be noted that management did not file affidavit to rebut the testimony of Changare nor in their Written Statement pointed out that their action was justified. It is therefore clear that Changare was illegally terminated on 18-2-99 though he had completed 240 days and consequently was fit to take as full time casual labour w.e.f. 18-2-99, itself. The management's action on this back ground is therefore totally against the provisions of Industrial Disputes Act, not at all legal, proper and justified. Therefore, point is answered accordingly.

8. As stated above Mr. Changare in view of the provisions of the Industrial Disputes Act, since had completed 240 days on 18-2-99, his services should not have been terminated; therefore he will have to be treated in service as full time casual labour from 18-2-99 instead of 1-12-99 and consequently he is entitled to monetary benefits from 18-2-99. Therefore the following order is passed :

ORDER

Action of the management of Telecom through its S.D.E. (Telegraphs), D.T.O. Jalgaon and General Manager Telecom, Jalgaon in terminating the services of Shri Pradip Harish Changare w.e.f. 18-2-99 is not legal, proper and justified.

Mr. Changare be treated as full time casual labour w.e.f. 18-2-99 instead of 1-12-99 and he be paid all consequential benefits from 18-2-99.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का.प्र. 3009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोजेक्ट ऑफिसर सेटुल रिसर्च यूनित के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकटित करती है, जो केन्द्रीय सरकार को 16-10-2001 को प्राप्त हुआ था।

[सं. एल-42012/105/95-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th October, 2001

S.O. 3009.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Project Officer, Central Research Unit and their workman, which was received by the Central Government on 16-10-2001.

[No. L-42012/105/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

Case No. CGIT/LC/R/172/96

Presiding Officer : Shri K. M. Rai.
Shri Chironji Lal,

Ex-Safaiwala

Cleanical Research Unit, Bhopal,
R/O H. No. 131,
Near Gate of Medical Hostel,
Shahid Nagar, Bhopal.

... Applicant.

Versus

The Project Officer,
Central Research Unit,
Gandhi Medical College,
Bhopal,

... Non-Applicant

AWARD

Passed on this 4th day of October, 2001

1. The Government of India, Ministry of Labour vide order No. L-42012/105/95-IR(DU) dated 30-8-96 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of the Project Officer, Central Research Unit in terminating the services of Shri Chironji Lal is proper, legal and justified? If not, what relief the workman is entitled?”

2. The case for the workman is that he was appointed as Safaiwala by the Project Officer Central Research Unit, Gandhi Medical College, Bhopal on 25-11-1992. He continuously worked till 3-5-1994. During the course of employment, no chargesheet was issued to him by the management. His work was found absolutely satisfactory. His services were terminated by the order dated 3-5-1994 without assigning any reason. The Central Research Unit, Gandhi Medical College, Bhopal is an industry within the meaning of Sec. 2(g) of I.D. Act, 1947. Prior to termination of his service, no statutory notice was given nor any retrenchment compensation was paid to him according to the provisions of Sec. 25-F of the I.D. Act, 1947. In this way the termination order passed by the management is illegal and deserves to be quashed. He is entitled to reinstatement with back wages.

3. The case for the management is that they are not covered by the provisions of I.D. Act, 1947. The workman was appointed purely on ad-hoc basis against the post created by the formal Director Shri R. K. Mukhi Central Council for Research in Unani Medicine without obtaining sanction of the finance committee/governing body of the council as required under the rules of the council. Shri R. K. Mukhi was not empowered to execute statutory powers as he was holding the current charge in addition to his original duty. The appointment of the workman was made in utter disregard of the recruitment rules and without any statutory authority by Shri R. N. Mukhi. The name of the workman was neither sponsored through the employment exchange for recruitment to the post nor other formalities were observed in giving him ad-hoc appointment on the relevant day. The basic appointment of the workman is illegal. During the course of the audit of account. The workman's appointment was objected and therefore his services were terminated by the management. The workman cannot claim any right to the post as his basic appointment was illegal. He is not entitled to reinstatement with back wages.

4. The following issues arise for decision in this case and my findings thereon are noted hereinafter :

1. Whether the Central Research Institute, Gandhi Medical College, Bhopal is an industry ?
2. Whether the services of the workman were illegally terminated by the management ?
3. Whether the workman is entitled to reinstatement with back wages ?
4. Relief and costs ?

5. Issue No. 1.—The workman has simply stated in his affidavit that the Central Research Unit, Bhopal sells Unani Medicines to the patients. He has not filed any documentary evidence to substantiate his statement in this case. His bare statement will not go to prove that the Central Research Unit, Bhopal sells Unani medicine to the patients in ordinary course of trade and business. In the absence of documentary evidence, I do not find any reason to hold that Central Research Unit, Bhopal is an industry. This issue is answered accordingly.

6. Issues No. 2 & 3.—The management has categorically stated in the written statement of claim that the appointment of the workman as Safaiwala was not made in accordance with the rules and against the sanctioned post. Shri R. N. Mukhi had no legal authority to appoint him as a safaiwala in the Unit. He had never obtained the sanction from the Finance Company/Government body of the counsel as per rules framed in this respect. At the same time, the appointment was not made in accordance with the recruitment rules. There was no sanction for giving appointment to the workman as safaiwala. All these facts clearly goes to show that the basic appointment of the workman is contrary to the rules. His appointment is held to be illegal and therefore he cannot claim any reinstatement with back wages in this case. Both these issues are answered accordingly.

7. Issue No. 4.—On the reasons stated above, it is held that the Central Research Unit, Gandhi Medical College, Bhopal is not an industry and therefore the workman cannot be held to be a workman under the provisions of I.D. Act, 1947. At the same time, his basic appointment was contrary to rules. He is not entitled to reinstatement with back wages.

8. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का.आ. 3010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सिक्कूरिटो पेपर मिल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2001 का प्राप्त हुआ था ।

[सं. एल-42011/33/88-डी-II (बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th October, 2001

S.O. 3010.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Security Paper Mill and their workman, which was received by the Central Government on 16-10-2001.

[No. L-42011/33/88-D-II(B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

Case No. CGIT/LC/R/227/89

Presiding Officer : Shri K. M. Rai.

The General Manager,
Security Paper Mill Employees Union,
Type-II/63, Phase-II,
S.P.N. Colony,
Hoshangabad.

. Applicant.

Versus.

The General Manager,
Security Paper Mill,
Hoshangabad.

... Non-applicant.

AWARD

Passed on this 1st day of October, 2001

1. The Government of India, Ministry of Labour vide order NO. L-42011/53/88-D-2(B) dated 3-11-89 has referred the following dispute for adjudication by this tribunal :—

“Whether the demand of the SPM Employees Union (UNIO) Hosnangabad for payment of wages to the daily rated employees at par with the regular employees by the management a Security Paper Mill, Hosnangabad is justified? If so, what relief the workman are entitled?”

8. The case for the Union is that the persons whose name, designation and other details are given in Annexure-A are working as casual labour w.e.f. the date mentioned therein. All these workers were working since long period and even then they have been shown as casual employees as their services have not been regularised by the management. The workmen are working in various sections of the Mill even since their appointment and they are paid wages at the rate fixed by the District Collector. No other facilities as is being given to other regular employees of the Mill are being given to the workmen mentioned in Annexure-A. All the workmen are doing the identical work which are being performed by other regular employees of the Mill. Even then the workmen are not being given the same wages for the same work as being done by the regular employees of the management. In this way, the management has violated the provisions of Articles 14, 16 & 39 of the Constitution of India. The principle regarding equal pay for equal work is not being followed by the management in case of the present workman. At the same time they were not being given other statutory benefits as was being given to the regular employees of the Mill. The workmen as per Annexure-A are entitled to equal pay for equal work and other benefits being given to the regular employees of the Mill. The action of the management in treating daily rated casual employees differently from regular employees is highly discriminatory and therefore the workman are entitled to get equal wage for equal work as it is being paid to the regular employees of the management. Other consequential statutory benefits should also be ordered to be given to the workman.

3. The case for the management is that due to qualitative difference between two sets of employees with regard to work the principles of equal work for equal pay is not attracted in the present case.

4. Over and above all, the workers mentioned in Annexure-A have been regularised by the management as and when the vacancy arose. In this way, no dispute regarding the Payment of Wages exists between the parties. The workmen are not entitled to any relief as claimed by them.

5. The following issues arise for decision in this case and my findings thereon are noted hereinafter :—

1. Whether the workmen are entitled to the wages equal to the regular employees of the management as claimed by them?

2. Relief and costs?

6. Issue No. 1.—It has been stated by the management's witness Sri Sanaadevan Pillai in para-10 of his statement that as per the agreement between the Union and the management, the IBCON Report was not to be implemented but a new body was to conduct the works study and accordingly National Productivity Council has been appointed on 1-6-89. A study was completed and the report was submitted. The recommendations were implemented w.e.f. 31-10-92. All the workmen, mentioned in Annexure-A, have already been appointed in a regular post and as and when posts became vacant due to reasons like retirement, death and resignation during the period from 1987 to August, 1990. In this way, all the workmen have been regularised by the management and they are getting the proper salary. In view of this matter No Dispute remains to be decided regarding the payment of equal wages for equal work as alleged by the Union in this case. The workmen are getting all the statutory benefits as per agreement. Hence they are not entitled to get any more benefits as claimed by them. This issue is answered accordingly.

7. Issue No. 2.—On the reasons stated above, it is held that all the workmen have been regularised by the management as per agreement between the Union and the management. Hence No Dispute regarding the payment of wages exists any more. The workmen are not entitled to the payment of wages as claimed by them. The reference is answered accordingly.

8. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का.आ. 3011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सेरीकलचरल रिसर्च एण्ड ट्रेनिंग इन्स्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2001 को प्राप्त हुआ था।

[सं. एल-42011/15/98- आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th October, 2001

S.O. 3011.—In pursuance of Section 17 of the Industrial Dispute Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Sericultural Research and Training Institute and their workman which was received by the Central Government on 16-10-2001.

[No. L-42011/15/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
TRIBUNAL-CUM-LABOUR COURT,
BANGALORE
III MAIN, III CROSS, II PHASE, TUMKUR
ROAD, YESHWANTHPUR**

Dated : 9th October, 2001

PRESENT

**HON'BLE SHRI V. N. KULKARNI,
B. Com, LLB, PRESIDING OFFICER
CGIT-CUM-LABOUR COURT,
BANGALORE
C.R. NO. 86/98**

I PARTY

The President,
Central Silk Board,
Employees Union,
New 59, 6th Cross,
K. R. Vanam,
Mysore-570008.
(Advocate—A. J. Srinivasan).

II PARTY

The Director,
Central Sericultural Research,
and Training Institute,
Srirampura, Manandavadi road,
Mysore-570008.

(Advocate—Narasimha Swamy).

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42011/15/98/IR(DU) dated 7th September, 1998 for adjudication on the following schedule :—

THE SCHEDULE

“Whether the action of the management of Central Sericultural Research and Training Institute, Mysore in terminating the services of Shri Javare Gowda, is legal and justified ? If not, what relief he is entitled to ?”

2. First party union workman was working with the Second Party management. He was dismissed so industrial dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The first party union is a registered union struggling for the upliftment of workers in the second party. Shri Javare Gowda is an active member of the Union.

5. The first party workman joined the second in the year 1983 and was allotted work in the Mud-house Section, where he was required to feed the silkworms and take care of it. Thereafter the first party workman was transferred to Agronomy Section, where he was required to do mulberry cultivation. Due to hard work and diligent the first party workman continuously worked from 1987 onwards and posted to Mulberry Breeding and Genetics Section of the Second Party. He was doing permanent nature of work. He was terminated and relieved from duties w.e.f. 28-1-97 without any legal ground.

6. On 1-7-90, Smt. Susheelamma refused employment to the first party workman and promised him that she will call him to work after some days. But he was not called for work. The first party union workman filed writ petition before the High Court of Karnataka and he was reinstated as per the order of High Court of Karnataka and continued to work with the second party. Writ petition is disposed off holding that the first party is a workman and the Second party is an Industry and directed to raise the industrial dispute. First party worked continuously and therefore the termination is illegal. The termination amounts to retrenchment and mandatory provisions of section 25 F, G and H were not followed. First Party union has prayed to pass award in its favour.

7. The case of the second party in brief is as follows :

8. The Claim petition is not maintainable. It is true that the Second Party is a Statutory Body under the Administrative Control of the Ministry of Textiles, Government of India. It is true that the first party union workman was engaged as a mandays casual labour to work in MBG Section at Mysore on daily wages basis. He was taken during 1990 as there was some excess work available at that time. The first party union workman was given work whenever the work was available and he was never employed on a permanent basis.

The workman has not worked continuously. During the year 1990, he remained unauthorisedly absent and did not report for duty therefore his name was removed from the attendance register.

9. It is the further case of the management that the first party voluntarily abandoned the services with effect from 1-7-1990. He filed Writ Petition No. 12012/91 before the High Court of Karnataka and interim order was passed directing the second party to take back the petitioner to duty provisionally and also directed the second party to pay the first party the wages which he was drawing when he was working earlier. As per the interim order, the first party was given work on the same basis and he was paid Rs. 22.70 per day. The writ petition was finally disposed off and it was dismissed by an order dated 11-10-96 and therefore the second party dismissed the services of the first party in the light of the final orders passed in the above writ petition. The first party workman was never employed on permanent basis. The union is not registered and the case is not maintainable as alleged in para 4 of the counter. There is no victimisation and unfair labour practice. Management for these reasons and for some other reasons has prayed to reject the reference.

10. It is seen from the records that the management examined MW1. Workman got examined himself as WW1. I have considered the evidence carefully. I have perused all the documents and I have read the written arguments given by the first party and also the decision relied by the first party union workman. The first party has relied the following decisions :

1. AIR 1982 SC, 854
2. 1993 II LLJ 696
3. 1992 II LLJ 609 (SC)
4. 1999 ILR KAR 4006
5. 2001 I LLJ 742 (SC)
6. 1998 LLR 1001.

11. I have read the above decisions carefully. I have perused the orders of the High Court of Karnataka passed in Writ petition No. 1012 of 1991.

12. The evidence of MW1 is that Jaware Gowda was engaged during 1990 on man-days basis to work as a Casual Labourer. Ex. M1 is the sanction of the management in this regard. Attendance registers are maintained and the name of the workman is incorporated in Ex. M2 to Ex. M5. He says in the year 1991 this workman was not engaged. He further says that in 1992 as per the direction made by the High Court of Karnataka he was engaged as a workman. Ex. M7 is the extract of the work turned out by this workman during his engagement by the Second Party. He also said that due to ban order made by the Government they are not engaged casual employees.

13. MW1 in his cross examination has stated that in 1993 he was not working with the second party and his evidence is only based on the records produced before the court and he has no personal knowledge. He further says that he does not know that Smt. Susheelamma refused employment to the first party w.e.f. 1-7-90 in the Malberry Breeding and Genetic Section. He has admitted that letters of Ex. W1 to 5 were given to the workman. He also says in his cross examination that the first party was dismissed after the writ petition was disposed off by the High Court of Karnataka.

14. I have read judgment of the High Court of Karnataka in Writ Petition No. 1012/91. Writ Petition was disposed off with direction to raise the industrial dispute as provided under section 10 of the Industrial Dispute Act of 1947.

15. From the evidence and documents it is clear that the first party workman has worked continuously for more than 240 days. Keeping in mind the principles held in the decisions relied by the workman I am of the opinion that the action of the management is not correct. The workman was working prior to 1990 but the management has not produced any registers pertaining to 1983 or for subsequent years upto 1990. The High Court of Karnataka has held that the first party union workman is a workman and the second party is an Industry. Admittedly the provisions of section 25 F are not complied with by the management.

16. Taking all this into consideration, it is held that the action of the management is

not correct. The order of termination is not proper. Accordingly I proceed to pass the following order :

ORDER

Reference is partly allowed. The first party union workman is ordered to be reinstated to his original post from the date when he was refused work. In the given circumstances back wages are not given. Accordingly the reference is disposed of.

(Dictated to PA transcribed by her corrected and signed by me on 9th October, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का. आ. 3012—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार गन कैरिज फैक्ट्री के प्रवर्धन के संदर्भ में नियोजकों और उनके कर्मचारियों के बीच, अनबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पचास को प्रकाशित करती है, जो केन्द्रीय सरकार का 16-10-2001 को प्राप्त हुआ था।

[स. एन. 14011/20/98-आई आर. (डी. य.)]

कलदीप राय वर्मा, डैस्क अधिकारी

No. Delhi, the 16th October, 2001

S.O. 3012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gun Carriage Factory and their workman which was received by the Central Government on 16-10-2001.

[No. L-14011/20/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT JABALPUR

Case No. CCIT/ICR/196/99

Presiding Officer Shri K. M. RAI

Shri G. Venkateshan,
Co General Secretary,
CCF Madhwar Sangh,

3326 GI/2001—25

Balkrishna Bhawan,
East Ghamapur, Jabalpur.

Applicant.

Versus

The General Manager,
Gun Carriage Factory,
Jabalpur.

... Non-applicant.

AWARD

Passed on this 21st day of September, 2001

1. The Government of India, Ministry of Labour vide order No. L-14011/20/98/IRDU dated 6-5-99 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Gun Carriage Factory, Jabalpur in converting Shri G. Venkateshan T. No. 2797 from the post of Record Supplier to that of a peon as a measure of punishment is legal and justified? If not, what relief the workman is entitled to?”

2. In spite of the service of notice, the workman did not come to appear before this court. His conduct goes to show that he is not interested in pursuing his claim. Hence proceed ex parte against him. No Dispute Award is therefore passed.

3. In view of the above said reasons, it is held that no dispute between the parties exist in this case. Hence No Dispute Award is passed. The workman is not entitled to any relief as claimed by him.

4. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2001

का. आ. 3013—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार गन कैरिज फैक्ट्री के प्रवर्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पचास को प्रकाशित करती है, जो केन्द्रीय सरकार का 16-10-2001 को प्राप्त हुआ था।

[स. एन. 14012/7/97-आई आर. (डी. य.)]

कलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 16th October, 2001

S.O. 3013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gun Carriage Factory and their workman, which was received by the Central Government on 16-10-2001.

[No. L-14012/7/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/48/97

Presiding Officer : Shri K. M. Rai.

Shri Lakhanlal Sonkar,
Khatik Mohalla, Bhartipur,
Jabalpur.

... Applicant.

Versus

The General Manager,
Gun Carriage Factory,
Jabalpur.

... Non-applicant.

AWARD

Passed on this 4th day of October, 2001

1. The Government of India, Ministry of Labour vide order No. L-14012/7/97-IRDU dated 4-3-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of the Gun Carriage Factory, Jabalpur in compulsorily retiring Shri Lakhanlal Sonkar, Ex-Labour w.e.f. 4-1-88 vide its order dated 18-11-87 is legal and justified? If not, what relief the workman is entitled to?”

2. The case for the workman is that he was working as labour in GCF, Jabalpur. A charge sheet of misconduct dated 2-2-82 was served on him by the management. The charge of misconduct was that on 27-1-82 at about 4-5 PM, the workman entered in the office of Foreman (L-70)(FAB) and illegally and unauthorisedly interfered in the activity of security personnel and also instigated Shri Ram Avtar Pasi of L-70(FAB) not to tender his statement in connection with surprise check of his locker by the security personnel and took away the forms which were valid documents. In this way, the workman committed serious misconduct subversive of discipline. He submitted his reply to the charge sheet. The management found the reply unsatisfactory and therefore decided to hold DE against him. The Enquiry Officer was appointed and regular enquiry was conducted against him.

3. The workman further alleges that the management did not supply the copy of the documents mentioned in Annexure III annexed with the charge sheet. Those documents were given to him after the period of more than 2 years. The Enquiry Officer was appointed after the lapse of 2 years from the date of service of chargesheet. The workman was not given ample opportunity to defend his case properly during the enquiry proceedings. The Enquiry Officer submitted his report after 1-1/2 years from the date the enquiry was closed. The Enquiry Officer did not permit the workman to produce his defence witnesses to prove his defence during the enquiry proceedings. The Enquiry Officer wrongly held the charges proved against him. The finding of enquiry officer is absolutely perverse and is based on no evidence. The Disciplinary Authority accepted the report of Enquiry Officer and passed the order of termination against him. He preferred an appeal before the Appellate Authority and his punishment of dismissal was converted into compulsory retirement. The order passed by the management is absolutely illegal and deserves to be quashed. He is entitled to reinstatement with back wages.

4. The case for the management is that the DE conducted against the workman is perfectly just and proper. The workman was given all the relevant documents relied on by the prosecution during the course of enquiry. The workman was given ample opportunity by the Enquiry Officer to cross-examine the witnesses and submit his defence properly. The Enquiry Officer had never prevented the workman from producing his defence witnesses during the course of enquiry. After considering the entire evidence on record, the Enquiry Officer rightly held the charges proved against the workman. The Enquiry was delayed due to non-co-operation of the workman himself. The management had never intentionally delayed the DE as alleged by the workman. The punishment of compulsory retirement from service imposed by the management on the workman is just and proper. The workman is not entitled to any relief as claimed.

5. The following issues arise for decision in this case and my findings thereon are noted hereinafter :—

1. Whether the DE conducted against the workman is just and proper?
2. Whether the management is entitled to lead any evidence to prove the alleged misconduct of the workman?
3. Whether the punishment of compulsory retirement imposed on the workman is just and proper?
4. Whether the workman is entitled to reinstatement with back wages?
5. Relief and costs?

6. Issue Nos. 1 and 2 : It has been held by the tribunal on 15-2-2001 that the DE conducted against the workman by the management is just and proper. The management is not required to lead any further

evidence to prove the alleged misconduct of the workman. These issues need no further consideration at all.

7. Issue Nos. 3 and 4 : The management's witness, Shri N. C. Muni, Supervisor, BRS, GCF, Jabalpur has clearly stated in his cross examination that in the year 1982 he was working in the Security Department of GCF. He does not know Shri R. C. Pasi. He had never made any surprise check in respect to the worker Shri R. C. Pasi in GCF, Jabalpur. He also does not know the workman. He has not seen any document regarding the DE of the workman. His affidavit was prepared by the counsel of the management and he had signed it at the instance of management. This witness of management has not supported the commission of any misconduct as alleged in the charge sheet. In this way, the very witness of the management has not proved the case of the management regarding the commission or misconduct by the workman on the relevant date. In view of this statement, the charge of misconduct against the workman cannot be held to be proved. The punishment of compulsory retirement imposed on the workman is therefore held to be improper. The workman is accordingly entitled to reinstatement. On the principle of No work, No pay, he shall not be entitled to back wages as claimed by him. Both these issues are answered accordingly.

8. Issue No. 5 : On the reasons stated above, it is held that the action of the management of GCF, Jabalpur in compulsorily retiring the workman Shri Lakhanlal Sonkar is unjust and improper. It is therefore quashed. The workman shall be entitled to reinstatement without back wages. His absence from duty shall be treated continuous service only for the purposes of pensionary benefits.

9. Parties shall bear their own cost.

10. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2001

का. प्र. 3014—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सतान हाइड्रो इलेक्ट्रिक प्रोजेक्ट के प्रबन्धन के संबंध में निरोजको और उनके कर्मचारियों के बीच, अनुवाद में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, 1947 के पचास का प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2001 का प्राप्त हुआ था।

[स. एन. 42012/97/91—आई और (डी. य.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 17th October, 2001

S.O. 3014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Salal Hydroelectric Project and their workman, which was received by the Central Government on 17-10-2001.

[No. L-42012/97/91-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI J. P. SHARMA, PRESIDING
OFFICER, CENTRAL GOVERNMENT,
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Case No. I.D. 12/96

The General Secretary, Salal Workers Union,
Jyotipuram, Reasi G-183, PO Talwara,
Reasi (J&K). Union-Applicant.

Versus

The General Manager,
Salal Hydroelectric Project,
Jyotipuram, Via Reasi (J&K). Respondent.

APPEARANCES :

For the Parties : None.

AWARD

(Passed on 6th of September, 2001)

The Central Government vide Order No. L-42012/97/91-IR(DU) dated 16th of January, 1996 has referred the following dispute under clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act, 1947) to this Tribunal for adjudication :

“Whether the action of the management of Salal Hydroelectric Project represented through General Manager in denying promotion to Shri Ram Kishore T. No. S-223 as fitter grade-III in pay scale of Rs. 210—290 w.e.f. 1-11-1980 and further promotion as fitter grade-II and fitter grade-I in the pay scale of Rs. 260—430 and Rs. 220—560 w.e.f. 1-3-1984 and 1-7-1989 respectively at par with Balak Ram is justified? If not, to what relief the workman is entitled and with what effect?”

2. Applicant filed the statement of claim stating that he was appointed as helper in the pay scale of Rs. 196—232 on 28-5-1980. On 1-7-85 he was promoted in the pay scale of Rs. 475—785. He was further promoted in the pay scale of Rs. 510—815 (Pre-revision) on 1-7-90 as helper. Later on w.e.f. 1-7-1995 he was promoted in the pay scale of Rs. 530—1080 as helper special. Balak Ram and Thakur Dass were also appointed helper in the pay scale of Rs. 196—232 on 28-5-80 and 17-11-1980 respectively. They were further promoted in the pay scale of Rs. 1300—2305 w.e.f. 1-7-89 as Fitter Grade I and Fitter Special w.e.f. 1-7-1994 in the pay scale of Rs. 1400—2440. The case of the applicant was recommended for promotion as Fitter Grade III on the ground that he was

also doing the same work at par with Balak Ram and Thakur Dass. It was prayed that the Respondent may be directed to place the applicant in the pay scale of Rs. 475—785 as Fitter Grade III w.e.f. 28-5-1980 and in the Grade of Rs. 530—1080 in the Fitter Grade II w.e.f. 1-2-1983 and in the Pay Scale of Rs. 1450—2440 as Fitter Special w.e.f. 1-1-1994 with all previous benefits.

3. The respondent in reply took preliminary objection that the reference is not an industrial dispute being not espoused by substantial number of workmen. The subject matter of the dispute is not covered U/s. 2A of the Act, 1947. The scale of pay, designations and line of promotions were settled vide settlement dated 3-4-1986 which is still in force and the relief claimed outside the settlement is barred by the settlement. In parwise reply of the claim it was stated that Balak Ram and Thakur Dass were appointed as helper in the pay scale of Rs. 196—232 on 28-5-1980 and 17-11-1980 respectively and were doing the work of fitter from the date of their joining and were qualified for the experience of the job. They were again promoted in routine in the scales and promotions were as a result of recommendations of departmental promotion committee. It was admitted that the concerned Asstt. Engineer mentioned about Ram Kishore working as fitter for consideration for promotion. Otherwise he was appointed as helper. If he had ever tried to work as fitter that might be in order to get experience for getting promotion at the time when vacancies were notified.

4. On behalf of the applicant no evidence was produced. On behalf of the management affidavit of Shri Suresh Kumar, Senior Supervisor was filed which has not been rebutted on behalf of the applicant.

5. In his affidavit Suresh Kumar has stated that Ram Kishore was working as helper on 28-5-1980 and was granted promotions from time to time according to his entitlement and in terms of settlement dated 3-4-1986. Shri Thakur Dass and Balak Ram were appointed helpers on 28-5-80 and 17-11-1980 respectively but were doing the work of fitter. The dispute having been raised by the Union, settlement U/s. 12(3) of the Act, 1947 was arrived at on 30-7-1984 vide which they were deemed to have been appointed as fitter grade-III notionally in the scale of Rs. 210—290 for the purpose of seniority with no monetary benefits. Thereafter they were given time promotion in the scales as fitter only.

6. In view of the statement of Suresh Kumar, which has not been rebutted on behalf of the applicant, the applicant cannot seek parity with Balak Ram and Thakur Dass who were initially appointed as helper but work of fitter was being taken from them and the dispute having been raised by the Union, a settlement was arrived at vide which they were given promotions as fitters and thereafter given promotions on the above posts, after consideration by the departmental promotion committee.

7. In view of the above, the action of the management of Salal Hydro Electric Project in denying promotion to Shri Ram Kishore, T. No. G. 223 as fitter grade-III in pay scales Rs. 210—290 w.e.f. 1-11-80

and further promotion as fitter grade-II and fitter grade I in the pay scale of Rs. 260—430 and Rs. 220—560 w.e.f. 1-3-1984 and 1-7-1989 respectively cannot be said to be unjustified and Ram Kishore is not entitled to any relief. The copies of the Award be sent to the Ministry U/s. 17(i) of the Act, 1947 for publication.

Chandigarh,

6-9-2001

J. P. SHARMA, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2001

का. आ. 3015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार बी. बी. एम. बी. नंगल टाउनशिप के प्रबन्धतंत्र के सन्तुष्ट निर्योजका और उनके कामकारा के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 17-10-2001 को प्राप्त हुआ था।

[स. एन-42012/197/87-आईआर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 17th October, 2001

S.O. 3015.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. Nangal Township and their workman, which was received by the Central Government on 17-10-2001.

[No. L-42012/197/87-IR(DU)]

KULDIP RAI VERMA, Desk Office.

• ANNEXURE

BEFORE SHRI J. P. SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 84/92

Reference No. L-42012/197/87-IR(DU)

Dated 20-7-1992

Chottey Lal Son of Shri Nanku C/o Shri R. K. Singh, Quarter No. 35-G, Nangal Township, District Roopar (Punjab).

Workman/Applicant

Versus

Chief Engineer, Bhakra Dam, BMBB Nangal Township (Punjab)

... Respondant

APPEARANCES:

For the Workman—Sh. R. K. Singh.

For the Management—Sh. R. C. Atri.

AWARD

(Passed on 7th of September, 2001)

The Central Government vide order No. 1-42012/197/87-IR(D.U.) dated 20th of July, 1992 has referred the following dispute under clause (J) of sub-section (i) of Section 10 of the Industrial Dispute Act 1947 (hereinafter referred to as the Act, 1947) to this Tribunal for adjudication:

“Whether the action of the management of BBMB Nangal Township in terminating the services of Shri Chottey Lal son of Shri Nankoo Helper in Bhakra Mechanical Division on 1-8-1984 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The applicant filed the statement of claim stating that he was employed as skilled mazdoor on daily wages in the Railway Sub Division on 1-9-1982 and was continued employed on daily wages till 7/83. During 7/83, he had worked for 26 days in Township Division and w.e.f. 1-8-83 in the Railway Sub-division and of the Bhakra Mechanical Division and also in 9/83 in the same very sub division with effect from 3-10-1983 he was appointed as helper in the above said category in the pay scale of Rs. 300—430 and was continuously employed till 30-7-1984 and thus had put in more than 240 days in each completed year of service. His services were however terminated on 1-8-1984 and at the time of termination no seniority was maintained. Juniors to him are continuing in service. Provisions of Section 25-F of the Act 1947 were violated. After termination of his services employment was given to other persons but opportunity of employment was not provided to him. Thus the respondent had violated the provisions of Section 25-F and H of the Act, 1947. It was prayed that the order of his reinstatement with full back wages and continuity of service be passed with all ancillary benefits.

3. The respondent in reply has stated that the applicant had worked in the Bhakra Mechanical Division of the BBMB Nangal on daily wages as per the details given below:

Sr. No.	Month	Days
1.	10/1982	28
2.	11/1982	27
3.	12/1982	28
4.	3/1983	27
5.	4/1983	27
6.	7/1983	03
7.	8/1983	28
8.	9/1983	26

It was denied that the applicant had completed 240 days or more in 12 calendar months. It was stated that the applicant was given work on work charged basis w.e.f. 3-10-1983 to 30-12-1983 for 88 days, 2-1-1984 to 30-3-1984 for 89 days and from 16-6-84 to 30-7-1984 for 45 days for specific period

It was stated that the applicant was given appointment for specific period. No notice was required to be given. It was admitted that the persons named by the applicant in the list from Sr. No. 1, 2, 4 & 5 were appointed during 1984 and 1985. It was denied that person mentioned at serial No. 3 had worked in Railway Sub Division. As regards other persons, it was stated that they were senior most and were appointed as regular helper. It was stated that seniority list was maintained as per the instructions.

4. In support of his claim, the applicant has filed his own affidavit. Learned representative of the respondent was given opportunity to cross-examine the applicant. He also filed documents mark annexure A, B, copy of the Civil Writ Petition mark W2. On behalf of the respondent affidavit of Raubir Singh was filed. The learned representative of the workman also cross-examined him on his affidavit. In the form of documentary evidence copies of the letters marked as Ex. M2, M3, M4 were filed and the letter of the Desk Officer Ex. M5 was also filed.

5. Heard arguments of the learned representatives of the parties and pursued the record.

6. It has been admitted by the respondent in reply itself that the applicant had worked as under.

S. No.	Month	Days	
1.	10/1982	28	Casual Daily basis
2.	11/1982	27	
3.	12/1982	28	
4.	3/1983	27	
5.	4/1983	27	
6.	7-1983	03	Workcharged basis
7.	8/1983	28	
8.	9/1983	26	
9.	3-10-1983 to 30-12-83	88	Workcharged basis
10.	2-1-84 to 30-03-84	89	Workcharged basis
11.	16-7-84 to 30-07-84	45	Workcharged basis

Thus it is proved that in the calendar year preceding to the alleged date of termination i.e. 1-8-1984 the applicant had served the establishment of the respondent for more than 240 days. The learned representative of the respondent has contended that the applicant was given appointment for fixed period. There is no dispute that the applicant was appointed for fixed period from 3-10-1983 to 30-12-1983, 2-1-1984 to 30-3-1984 and 16-6-84 to 30-7-1984 but that does not take out the termination of the services of the applicant from the definition of 'retrenchment' prior to the amendment in the definition of retrenchment under section 2(oo) of the Act, 1947. The case of the applicant therefore, does not fall in the exception. It cannot, therefore, be accepted that the applicant's term having been for fixed period, the termination of the services of the workman does not fall within the definition of retrenchment. It is admitted that the applicant's services were terminated without any notice and retrenchment compensation as required U/s. 25F of the Act, 1947. Therefore, violation of Section 25-F of the Act, 1947 is proved. The learned representation of the applicant has restricted his claim only to violation of Section 25 F of the Act, 1947 which is proved on the part of the respondent. The termination of the services of the applicant is held to be illegal and unjustified.

7. It has been admitted that the applicant got regular appointment on 23-9-1993. It is also admitted that the applicant had been working as rikshaw puller during the intervening period. In view of the above circumstances, it will be proper to award compensation to the application. The respondent is directed to pay compensation of Rs. 7000 to the applicant within two months from the date of the publication of the award failing which the applicant will be entitled to 10 per cent interest on the above amount. Copy of the award be sent to the Central Government U/S 17(1) of the Act, 1947 for publication

Chandigarh,

7-9-2001.

J. P. SHARMA, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2001

का. आ. 3016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय भैस अनुसंधान संस्थान के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2001 को प्राप्त हुआ था।

[सं. एन-42012/142/99—आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 17th October, 2001

S.O. 3016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute of Research on Buffaloes and their workmen which was received by the Central Government on 17-10-2001.

[No. L-42012/142/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT CHANDIGARH

Case No. I.D. 231/99

The President,
Dist. Agriculture Workers Union,
37/19, Jawahar Nagar,
Hissar-125001.

Workman.

Versus

The Director,
Central Institute for Research on Buffaloes,
Hissar-125001.

APPEARANCES :

For the Workman : None.

For the Management,—Shri R. K. Sharma.

AWARD

(Passed on 4th October, 2001)

The Central Government vide gazette notification No. L-42012/142/99-IR(DU) dated 26th October, 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Director, Central Institute of Research on Buffaloes, Hissar in terminating the services of Sh. Mann Singh S/o Sh. Sohan Singh w.e.f. 31-10-90 is just and legal? If not, to what relief the workman is entitled?"

2. Today the case was fixed for filing of Claim Statement. None appeared on behalf of the workman despite several notices, nor any claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above since none has put up appearance on behalf of the workman and no claim statement has been filed, present reference is returned to the Central Government for want of prosecution. Central Government be informed.

Chandigarh.

Dated : 4-10-2001.

S. M. GOEL, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2001

का. आ. 3017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय भैस अनुसंधान संस्थान के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2001 को प्राप्त हुआ था।

[सं. एन-42012/141/99—आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 17th October, 2001

S.O. 3017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute of Research on Buffaloes and their workman which was received by the Central Government on 17-10-2001.

[No. L-42012/141/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Case No. I.D. 234/99

The President,
Distt. Agriculture Workers Union,
3719, Jawahar Nagar,
Hissar-125001.

Workman.

Versus

The Director,
Central Institute for Research on Buffaloes,
Hissar-125001.

APPEARANCES :

For the Workman : None.

For the Management.—Shri R. K. Sharma.

AWARD

(Passed on 4th October 2001)

The Central Government vide Gazette notification No. L-42012/111/99 IR(DU) dated the 27th October 1999 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the Director, Central Institute of Research on Buffaloes, Hissar in terminating the services of Smt. Kailash Devi Sh. Bhagwana w.e.f. 1-1-90 is legal and justified? If not, to what relief the workman is entitled?”

2. Today the case was fixed for filing of claim statement. None has put up appearance on behalf of the workman despite several notices. No claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above, since none has appeared on behalf of the workman and no claim statement has been filed, present reference is returned to the Central Government, for want of prosecution. Central Government be informed.

Chandigarh.

Dated : 4-10-2001.

S. M. GOEL, Presiding Officer

नई दिल्ली, 17 अक्टूबर, 2001

का. आ. 3018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार भाखड़ा व्यास मैनेजमेंट बोर्ड के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पवाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2001 को प्राप्त हुआ था।

[सं. एल 42012/18/90—आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, उम्मेद अधिकारी

New Delhi, the 17th October 2001

S.O. 3018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhakra Beas Management Board and their workman which was received by the Central Government on 17-10-2001.

[No. L-42012/18-90-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Case No. I.D. 164/90

Shamsher Singh
Genl. Secy.,
Bhakra Beas Management Board,
Kila Area Nangal Township,
Distt. Rohtak (Punjab).

Workman.

Versus

Chief Engineer,
Bhakra Beas Management Board,
Nangal Township,
Distt. Rohtak (Punjab).

Management.

APPEARANCES :

For the Workman : Shri R. K. Singh.

For the Management : Shri R. C. Atri.

AWARD

(Passed on)

The Central Government vide notification No. L-42012/18/90-IR(DU) dated 9th of November, 1990 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of BBMB represented through the Chief Engineer, Bhakra Beas Management Board in terminating the services of Shri Shamsher Singh, Feldor w.e.f. 1974 to September, 1986 is justified? If not, to what relief the concerned workman is entitled to and with what effect?”

2. Workman filed statement of claim stating that he worked as holder in BBMB from 1974 to 9/86 on daily wage with breaks from 1974 to 1981 in road Section and repair shop and from 4/81 to 9/86 in water supply sub-division. His services were terminated by the management w.e.f. 1-10-1986 without any notice, retrenchment compensation and pay in lieu of notice. Thus the management has violated the provisions of Section 25G, F, B & M of the Industrial Disputes Act, 1947. He has prayed that he may be reinstated in service with continuity of services and full back wages with all service benefits.

3. In written statement the management has contended that the workman has not supplied the period wise detail of the sub-division in which he had worked from 1974 and from the available record the workman had worked as unskilled mazdoor from 1984 to 1986 intermittently. The workman had not put in continuous service. It is also stated that seniority of the daily rated workmen were maintained in accordance with the instructions of the H. P. High Court in CWB No. 27 of 1988 and in view of those instructions services of the senior most daily rated workmen were regularised. It is denied that any junior to the workman was retained in service. It is also stated that workman had not completed 240 days of service during any consecutive period of 12 months.

4. Workman filed the replication reiterating the claim made in the claim statement.

5. The workman filed his own affidavit in support of his claim on which opportunity of cross-examination was given to the Representative of the Management. The workman also relied upon the document Ex. W2 list of fresh recruit. On behalf of the Management affidavit of M. G. Thakur, Ex. M1 was filed. The Learned Representative of the workman was given opportunity for cross-examination. The Management also relied on documents Ex. M2 to Ex. M4.

6. Heard arguments of the Learned Representative for the parties and perused the record.

7. In this case the workman has claimed that he has worked from 1974 to 1986 as Beldar with breaks. He has not given any detail of his work for the above period. He has nowhere stated that he has completed 240 days preceding to the date of termination in one calendar year. The Management has filed Ex. M4 working days of workman from 1984 to 1986 which shows that he has not completed 240 days in one calendar year immediately preceding to the date of termination. The workman has not filed any documents on record contrary

to the detail Ex. M4 filed by the Management. Thus it can not be said that the workman had completed 240 days continuous service in one calendar year. There is no evidence on the record on behalf of the workman that he had rendered 240 days of service in any calendar year. Thus the provisions of Section 25-F are not attracted in this case.

8. The representative of the workman contended that junior to the workman were retained in service and their services have been regularised. The witness of the management, M. G. Thakur deposed in his cross-examination that workman was not working within the period of six months prior to 1-4-1988 so his name was not included in the seniority list prepared as per the instructions of the Hon'ble M.P. High Court. It is admitted position that workman was not working within the period of six months prior to 1-4-1988. Thus he is not entitled to be included in the seniority list. So there is no violation of Section 25H also on the management.

9. In view of the discussion made in the earlier paras, since there is no violation of Section 25-F of the Industrial Disputes Act, 1947, the workman is not entitled to any relief. The action of the management of BBMB represented through the Chief Engineer, BBMB in terminating the services of Shri Shamsber Singh beldar w.e.f. 1974 to September, 1986 is justified and the workman is not entitled to any relief. The Central Government be informed US 17(1) of the Industrial Disputes Act, 1947.

(handwritten)

Dated 14-10-2001.

S. M. GOEL, President